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East Europe Report

POLITICAL, SOCIOLOGICAL AND MILITARY AFFAIRS

No. 1974



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BULGARIA

INSTRUCTIONS PERTAINING TO CONSTRUCTION OF BLAST-PROOF SHELTERS

Sofia GRAZHDANSKA OTBRANA in Bulgarian No 12,1981 pp 28-29

[Article by engineer Angel Stoyadinov and Bogdan Dimitrov: "Assembling Blast-Proof Systems"]

[Text] The air suction and expulsion vents of shelters are supplied with special blast-proof systems (PVU) which protect not only the filtering and ventilation equipment but also prevent any increase in shelter pressure. They automatically lock the ventilation ducts when the pressure exceeds the admissible level.

Various PVU systems may be used which are triggered by the effect of the shock wave. The most commonly used types in our country are the MZS-1500 and the UZS-8 models.

The drastic increase in the number of automotive vehicles has resulted in the expansion of not only the road and street network but the building of underground transport facilities which can be adapted to serve as shelters very successfully. It is precisely in such high capacity installations that more powerful blast-proof systems of the UZS-25 model will be constructed.

The MZS blast-proof system (fig. 1) may be installed in a special reinforced concrete premise, in a reinforced concrete wall or in a metal box.

It consists of a base and a movable frame, several plates, regulating screw, sleeve and flange connector. The support frame is made of angular steel with a welded grid. Seven duralumin plates are fastened to the grid with hinges, at a 45° angle.

The sleeve is made of steel sheet and protects the installation from eventual mechanical damages.

The flange connection is bolted to the sleeve and the air duct.

The air duct is 200mm in diameter.

Under the effect of the shock wave the duralumin plates turn on their axis and close the openings of the support grid.

The effect of the shock wave before the locking is minimal as a result of the expansion in the air duct or the expansion chamber.

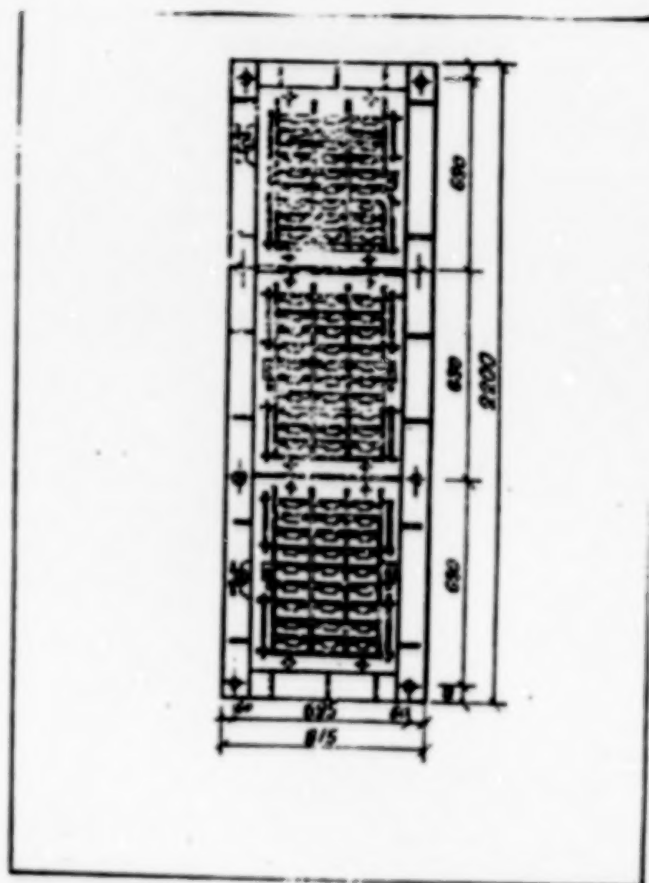
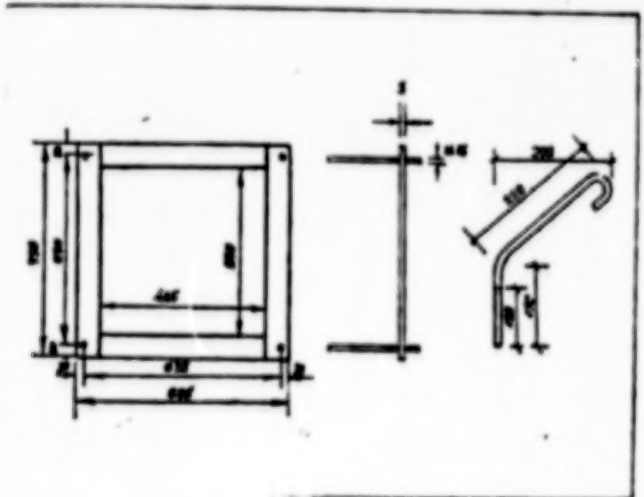
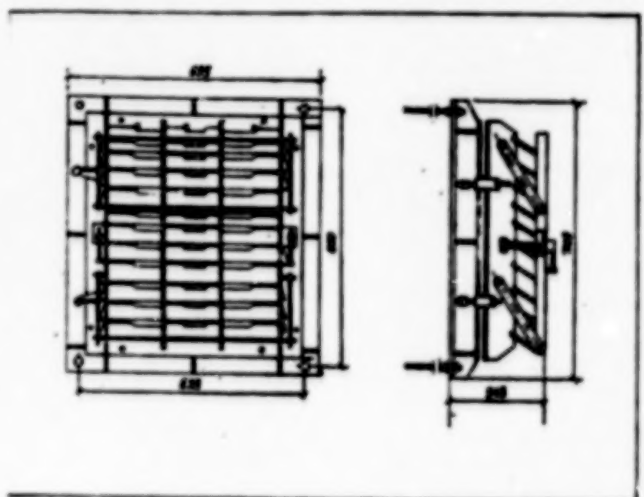
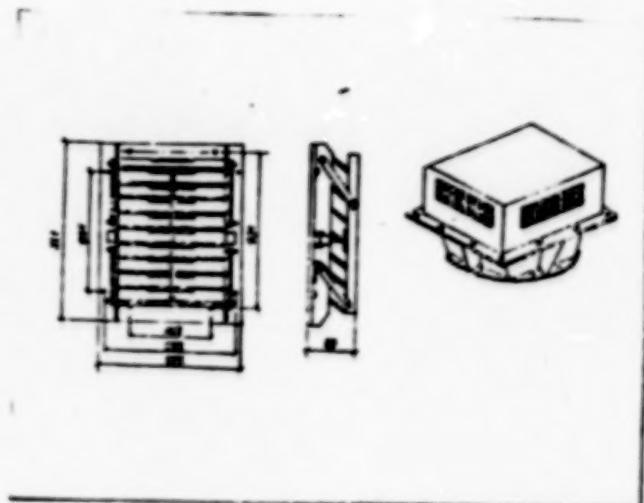


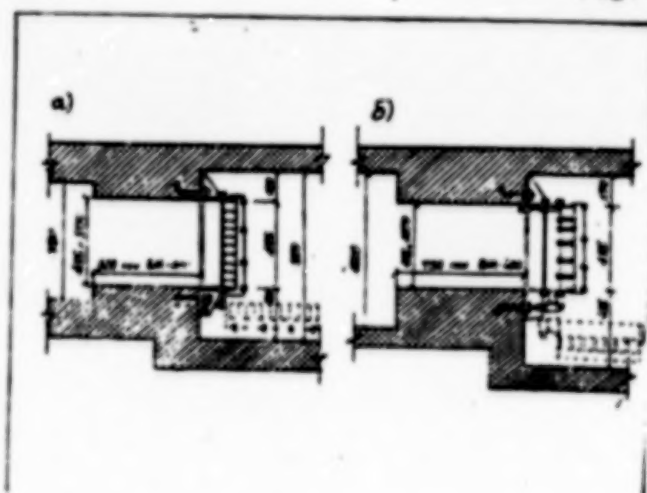
Fig. 1

Fig. 2

Fig. 3

Fig. 4

Fig. 5



The UZS-8 and UZS-25 models have the same locking action.

A support frame (fig. 3) with four openings is used in the UZS-8 (fig. 3). They are kept in place with special anchor bolts 16mm in diameter.

The UZS-25 system (fig. 4) is assembled in the same way as the UZS-8 but uses eight instead of four anchoring bolts on the support frame.

In order to lower the pressure which comes with the shock wave to a safe level and protect the filtering and ventilation equipment, an expansion area must be installed behind the blast-proof system, with the following minimal dimensions: 0.5m^3 for the MZS; 2.00m^3 for the UZS-8 and 6m^3 for the UZS-25.

No expansion area is necessary for MZS air ducts 200mm in diameter and a distance of more than 4m between the PVU and the ventilation equipment.

The MZS, UZS-8 and UZS-25 blast-proof systems are used with ventilation systems with a nominal air circulation of 1500, 8000 and $25,000\text{m}^3$ per hour respectively.

5003

CSO: 2200/52

WESTERN PEACE MOVEMENT'S CRITICISM OF SOVIET ARMAMENT COUNTERED

West German Commentary

Born IVE-PAGESDIENST in German No 6, 13 Jan 82 p1

[Report from Berlin: "East Berlin on Criticism from Western Peace Movement About Soviet Armament." A translation of the East Berlin DIE WELTBUEHNE article cited below follows this commentary]

[Text] East Berlin's WELTBUEHNE (No 2, 1982) now admits that the scope of Soviet armaments poses "problems for some friends of the Western peace movement." The reason for it, the East Berlin weekly says, is that major segments of this peace movement are "not Marxists-Leninists." They ask questions about Eastern armaments, including Soviet medium-range missiles. They are perfectly justified in doing so but the question is whether this does the fight for peace any good or makes it more effective "if the questions continue to be asked even though they have been answered several times before." The answer to the question about the Soviet medium-range missiles is that they are an object of negotiation but that the Soviet Union cannot be asked to engage in unilateral disarmament.

Cultural-Political Journal's Discussion

East Berlin DIE WELTBUEHNE in German Vol 77 No 2, 12 Jan 82 pp 33-35

[Lead article by Albert Reiss: "About the Usefulness of a Moratorium"]

[Text] Since 30 November, the Soviet Union and the United States have been negotiating about problems of nuclear armaments in Europe in Geneva. This says nothing about the course of the negotiations or their chances for success. But if one thinks about the fact that American administrations have been carrying on a policy for the past 2 years which mainly consists in breaking off contact, in blocking dialogue and instead instituting embargos, sanctions, boycotts and issuing threats, then one can see the distance covered on the way to Geneva and one can clearly see the difficulties.

To bring the Geneva talks about, the Soviet statesmen have undertaken great efforts, have shown both a lot of patience and a good deal of diplomatic skill. They have countered arrogant intemperance, which was not always restricted to mere rhetoric, with forbearance and circumspection. This is attested to even by some adversaries of the Soviet Union; and it appears that the West is continuing to count on this factor so that things will not come to a head. Those opposed to

negotiations—and no one today will still ask for proof that they were and still are sitting in Washington—were brought to the conference table. It would be foolish to think they have changed completely since they got there.

Now this lack of illusions—does it run counter to the generally accepted principle that mutual trust is an indispensable condition for the success of negotiations and the maintenance of peace? Certainly not. Trust is something that must be worked on—at the conference table as anywhere else.

The struggle to secure peace has become more complicated. It must be conducted in a concrete fashion in order to be effective. In the struggle for peace, the quest for effectiveness ought to be just as great as in the struggle for economic progress. There are several problems. In the first instance, there is the question of "unilaterality." Why—one sometimes hears—are the demands always directed against the United States and not against the Soviet Union as well although she also possesses nuclear weapons about the effectiveness of which no one is in doubt? Recently, a writer even said that there are no just and unjust wars any more, since there is no such thing as a just or an unjust atomic bomb. He should tell that to a Vietnamese sometime (it is only a little more than 6 years ago that the American aggressors and their collaborators were driven out of Vietnam) or to a Palestinian Arab or to an Angolan. It would be interesting to hear what they would say. But that is another story.

But what about the atomic bomb? To be sure, it is neither just, nor unjust. Nor was the slingshot our ancestors used in prehistoric times; that, too, was an instrument without a consciousness or a will. Which is to say that it depends on man and his will, on the given social order and its political will.

Since 1945, the world and life on it has borne the imprint of the atomic bomb. It exists because the United States were the first to develop it. The United States also were the first and only nation to use the atomic bomb. Hiroshima and Nagasaki are the archetypal motive for today's peace movement. It was not "communist propaganda," but sober facts that have caused many to think of the United States—without themselves being communists—when the talk turns to atomic bombs. Is history unilateral?

At the height of American aggression against Korea, the then British prime minister Clement Attlee, the head of the Labor Party, hurried to Washington because leading American circles were contemplating the use of nuclear weapons in Korea. Attlee was no friend of the peace movement. The Labor government he led was as guilty as anyone of the outbreak of the Cold War. Still, his confidence in the rationality of the American political leadership was not great enough as not to deem personal intervention unnecessary. In the face of deadly danger, Attlee became very unilaterally active.

To be sure, the power of the Soviet defense potential which preserves the peace causes problems for some adherents of the Western peace movement. Major segments of this movement—even most of them in Western and Northern Europe—are not Marxists-Leninists. They are asking us questions and are justified in doing so—including questions about the Soviet medium-range missiles. But one should consider the following: Does it do the struggle for peace any good and make it more

effective, if questions continue to be asked that have long since been answered several times? The questions concerning the Soviet medium-range missiles /were/ answered. On the occasion of his Bonn visit, Leonid Brezhnev expanded on the answers and defined them even more clearly. If NATO is ready to accept the proposal for a moratorium, the Soviet Union will make an advance concession, reducing the medium-range missiles in place in the European part of the USSR by a certain number. The Soviet Union is in favor of a genuine zero option, namely that all nuclear weapons—both medium-range and "tactical"—are removed from the European continent.

Thus, it is not true to say that a moratorium would—as some would have it—perpetuate a, by the way, non-existent Soviet superiority. Taken altogether, the Soviet proposals—moratorium plus, if accepted, reduction of medium-range missiles by the Soviet side as an advance concession all the way to the zero option in the true sense of the word—would not cast anything in concrete except for: no nuclear weapons in Europe! The moratorium is a first step toward a nuclear-free Europe. The answer to the question concerning the Soviet medium-range missiles is: they are at the disposal of negotiations.

What one cannot expect are unilateral steps in the field of disarmament. Without painstaking acceptance of the principle of reciprocity and equal security for all, one will not get anywhere. At its winter meeting in December in Brussels, NATO was heard to complain that it is being asked to give up nuclear weapons unilaterally. The member states of the Warsaw Pact never asked NATO to do any such thing. The socialist countries do not conduct peace policy "out the window." They are looking for results and calls for unilateral disarmament do not advance the cause of peace by one single step. But the sober moratorium proposal is worth fighting for passionately. Now this proposal is concrete, matter-of-fact, fair and realizable—given good will on the other side. Or should it be a blemish for certain Western circles that this proposal, like others in this regard, is of Soviet origin? The Soviet Union is not to blame that until today there have not been any American proposals which could be accepted by the other side because they were based on the principle of equal security.

This is an aspect of unilaterality we must deplore very much.

9478
CSO: 2300/119

PARTY INFLUENCE TO BE INCREASED IN STATE ORGANS

West German Commentary

Bonn IVE-TAGESDIENST in German No 6, 13 Jan 82 p 1

[Report from Berlin: "SED Intends to Tighten Up State Organs Politically—Verner Demands That Every State Functionary Have a 'Clear Picture of the Enemy.'" A translation of the East Berlin NEUER WEG article cited below follows this commentary]

[Text] SED Politburo member Paul Verner has made a series of concrete demands aiming at the "strengthening of socialist executive power" in the GDR. In the functionaries' periodical NEUER WEG (No 1, 1982) he stated that the party must above all increase its political influence on the activities of state organs. Increased responsibilities as well as "the aggravated conditions of the class struggle with imperialism" call for "the intensification of the political-ideological education" for all members of the state apparatus. Verner called for the creation of a "political atmosphere which guarantees that the tasks at hand could even be performed under the most complicated conditions." The "aggravated class struggle," he said, makes it incumbent upon each state functionary to maintain "a firm, class-oriented point of view, a clear picture of the enemy." The education of state functionaries must be augmented accordingly.

The SED, Verner says, also intends to exert more of an influence than heretofore on local functionaries. The party organizations should subject the deputies "to an atmosphere of intolerance which triggers energetic and prompt action against delay in the execution of party resolutions, against liberal attitudes or non-compliance with proposals made by the people."

SED Security Chief's Discussion

East Berlin NEUER WEG in German Vol 37 No 1, 1982 (signed to press 29 Dec 82) pp 1-6

[Lead article by Paul Verner, SED politburo member and Central Committee secretary for security: "Higher Demands on Local State Organs"]

[Text] Our party is ready to meet the challenges of the eighties and resolutely to continue the good and proven policies in the interests of the people and the maintenance of peace. This is reflected both in the 5-year plan 1981-85 and in the 1982 economic plan. It also is the essence and the content of the resolutions adopted at the third meeting of our party's central committee.

Policy of Main Task to Be Continued

The documents of this meeting—particularly the Politburo report given by secretary-general of the central committee, comrade Erich Honecker—contain concrete guidelines for action based on real conditions which aim to continue strengthening our GDR as a socialist workers' and peasants' state in every way; to continue the policy of the main task, combining economic and social policy, in the eighties; to give reliable protection and security to socialism within the firm alliance with the Soviet Union and the other members of the Warsaw Pact, and to do everything for the maintenance of peace. This will also call for a marked increase in demand on the work of the state organs.

Strengthening Our State in Every Way

The Politburo report to the third meeting of the central committee said: "For our party, the all-round strengthening of the socialist state is and will remain a cardinal point of the revolution. The citizens of our republic know that there can be no socialism without a strong and well-functioning socialist state. Such a state alone can guarantee the realization of the basic interests of the working class and all working people and secure socialist democracy, freedom and humanity."

To be sure, all the successes we have achieved on behalf of the people were based on the fact that we created a stable, socialist state in which our party—working in close harmony with the parties and mass organizations united under the banner of the National Front—guarantees the unified political leadership of society. Socialist democracy makes sure that the working class and other working people have a role in the direction of production, of the state and of society. Our socialist state guarantees the rights and the freedom of its citizens.

Our socialist state acts as the instrument of planned development of the productive forces of socialist society; of the promotion of scientific-technological progress, and of the steady growth in labor productivity. In line with the purposeful realization of the economic strategy for the eighties outlined at the third meeting of the central committee, the role of the state in directing the economy and all other spheres of society on the basis of the principle of democratic centralism is bound to grow.

Vitality of Socialist Democracy

Stability and strength of our socialist state are based on the firm trust which exists between the people, the party and the state. Millions of working people in industrial plants and in agriculture, in scientific and other institutions, in schools and institutions of higher learning, in cities and villages are strengthening our socialist society by their deeds and initiatives. It is characteristic of socialist democracy that citizens belonging to the most diversified groups and occupations, adhering to different ideologies, both young people and old are busy working for the solution of social tasks in ever greater number; are actively supporting the state organs and the compliance of the laws of the workers' and peasants' state as well as the maintenance of law and order. Socialist democracy is all the more viable, the more firmly our policy is anchored in the people and is viewed as a matter of their own deep concern by our citizens.

True to the teachings of Marx, Engels and Lenin, our party has always subscribed to the unity of politics, economics and ideology and will continue to do so. At the center of our economic strategy we place the task of decisively increasing the efficiency of our economy by hastening scientific-technological progress. The realization of this goal simultaneously lays the groundwork for the realization of the intellectual-cultural goals of development in the eighties and the broadening of socialist democracy.

Therefore, our party combines the struggle for fulfillment of the economic goals with the education of socialist consciousness; the propagation of Marxist-Leninist ideology in the ranks of the working class and all other working people, and the support of education, science and culture.

Realization of the Economic Strategy

As was emphasized at the third meeting of the central committee, we are particularly concerned with the qualitative factors of economic growth—above all the acceleration of scientific-technological progress—in order to step up the rise in productivity and labor efficiency through intensification and rationalization. Of necessity, these increased demands on the economy call for markedly higher demands on state direction. For this reason, the third meeting of the central committee stressed the fact that economic strategy is the priority goal of the state.

"The uniform execution of party and government decisions," comrade Honecker declared, "must guide us. To this end, the regional, district, city and town councils should intensify their control over compliance with them and see to it that local responsibility at all levels of the state apparatus is exercised to the full. This would include exemplary order, a high measure of discipline and security as well as the strict maintenance of socialist legality."

Those are important criteria for the guidance and control of the work of party organizations at all levels of the state apparatus. All of them bear a great responsibility for developing the efficiency of centrally guided, regionally guided and locally guided economies and for the people's well-being. The leading organs of the party are expected to increase the efficiency of the their political influence upon the workings of the state still further; to strengthen the fighting power of the party organizations and to enable the communists resolutely to realize the decisions of the party in every situation.

Responsibility for Territorial Rationalization

The local people's representatives and their councils, as organs of the unified state apparatus, have an important role to play in the fulfillment of the central task as it combines economic and social policy. In the first instance, they must concentrate all their efforts within their area of responsibility on the fulfillment of the economic plan. This calls for close cooperation among all elements of the council and for concentrated use of forces, capabilities and funds with a view to realizing priority goals.

The local state organs bear a great deal of responsibility for territorial rationalization. Their leadership and organizational direction should be based on the most advanced state of experience. It must be directed toward the realization of priority goals of the plan and its effects should serve both to increase production efficiency and the further improvement of the working and living conditions of our citizens. In the past, numerous initiatives originating with local party and state organs have helped tap additional reserves of economic efficiency—as for example the better utilization of highly productive properties; the construction of high-technology rationalization devices for use in more than one plant; assistance in rationalization for small and medium-sized industrial plants; district-based construction and the building industry.

Duties of All People's Representatives

The goals set by the third meeting of the central committee impose an obligation on each and every parliamentary body. The deputies must ask themselves over and over again: In what area can we together achieve higher gain at less cost? In what fields can still more effective results be attained in the interest of increasing production efficiency and enhancing social life in the cities and villages? Efforts and funds should be concentrated on these goals and these goals alone. There are valuable hints on how this is to be done in the letters the mayors and deputies of the Karl-Marx-Stadt, Suhl and Rostock regions sent to comrade Erich Honecker.

The development of production is affected in equal measure by intensification and the development of the territories. Intensification always is tied to intensive thinking, as an old worker's proverb has it. This also calls for seeing to it that such basic capital as housing, schools, commercial institutions, cultural institutions and those others that serve the people be maintained or be transformed in such a state as to be of value for all citizens. This is not by any means always a matter of building repair capability or of manpower. What is included among many other things is compliance with opening hours of shops; uniform closing hours; the staffing of all cash registers during primary shopping hours; home deliveries of furniture at the appointed time. This plays no small part in further building up of mutual trust between state organs and citizens. This is a large field in which party organizations can bring about the proper frame of mind and attitude through party educational work and party control.

Requirements of Political Guidance

As the responsibility of local parliaments and their councils grows for the further strengthening of the socialist state apparatus, the leadership role of the party in these organs is increased. Everyone will understand that this is even more important today than it ever was. In line with the preparation and execution of the party elections decided upon at the third meeting of the central committee, it must be made abundantly clear that all basis organizations are jointly responsible for the all-round strengthening of the workers' and peasants' might.

What are the most important tasks to be assumed by the political leadership of the district organizations with regard to activities of the state ?

First: In strengthening the socialist state apparatus, it is a basic requirement of the political leadership activity of the party to base state activity on the resolutions and documents of the 10th party congress and to guarantee their uniform implementation down to each party group and village level.

Second: The decisive combat arena for the work of all state organs under the leadership of the party is the resolute realization of the economic strategy of the 10th party congress as delineated by the third meeting of the central committee.

Third: The increasing tasks aimed at creating a fully developed socialist society and the aggravated conditions of the class struggle against imperialism call for an intensification of the political-ideological education of all party members and associates in the state organs. We must create a political atmosphere which guarantees that the tasks at hand can even be accomplished under the most complicated conditions. This includes the readiness to subordinate personal interest to the interests of society and to achieve conformity in words and deeds.

Close Ties Between Voters and Deputies

Fourth: State public information activity is of great political importance as part of political mass education by the party. It is a permanent part of the political leadership exercised by the leading party organs in the districts. It is an inalienable part of socialist state leadership. Goal-oriented public information work, rich in ideas which familiarize the individual with the policies of the party and the government and with community goals and projects, serves to establish a closer bond between voters and deputies and between state organs and citizens.

For this reason, the district leaderships should always see to it that the party members and, above all, the deputies be provided with the required information and arguments so as to be able to answer topical questions of domestic and foreign policy in the workers collective, the election district and the residential area on the basis of the resolutions of the 10th party congress and the third meeting of the central committee. Whatever shape it takes, public information work always constitutes a dialogue between the state organs and the citizens. This calls for openness, liveliness, a correct assessment of the situation and an awareness of the people's problems.

Fifth: The work of party groups in the parliamentary bodies is of great importance for the enhancement of the political effectiveness of elected state organs; nor should their role be minimized in smaller towns and villages. The party groups represent the forum in which the deputies can prepare for the task of becoming an exemplary, active member of the highest state organ in the territory. We consider it imperative that the party groups, under the direct guidance

of the district leadership, should concern themselves with political-ideological problems to a greater extent than heretofore. In their deliberations, an atmosphere of intolerance should be created which triggers energetic and prompt action to combat any delay in the execution of party resolutions, liberal attitudes or non-compliance with proposals made by the people. The party members in the party groups of the local parliamentary bodies should also discuss ways of making for a more effective relationship as deputies to their voters. This includes close cooperation with the committees of the National Front.

Party's Fighting Power to Be Further Enhanced

Sixth: In order that the party resolutions can be systematically implemented by all state organs, it is most important to heighten the fighting power of the basis organizations in the state organs. Everything else hinges on this. This very subject should serve as a major guideline for debate in election meetings among the state organs.

The party members in the state apparatus must be educated so as to carry out the party resolutions day in, day out under quite concrete and at times very complicated conditions requiring independent decisions. These decisions must be in accordance with the peculiarities of a given situation and must at the same time be in conformance with the essence of the party resolutions.

State Functionary Must Have Firm Class Position

The aggravated class struggle against imperialism requires that each state functionary have a firm class-oriented point of view and a clear picture of the enemy. It further requires that he concern himself with the multifarious manifestations of the international class struggle and arrive at the right conclusions. Every state functionary is called upon to be on his guard and to exercise voluntary revolutionary discipline.

In order to strengthen the fighting power of the communists in the state apparatus, it is imperative to perfect the Marxist-Leninist as well as the professional training of supervisors and subordinates. Otherwise, it will not be possible to implement the economic strategy of our party or the newest developments of science and technology or the tenets of our socialist development.

Our SED is the party of revolutionary action. It embodies the conformity between revolutionary theory and practice, between word and deed. Based on continuous consultation with the working population and its rich store of experience, our party goes forward, teaching the masses and learning from them at the same time. All these are important reasons for the great confidence the entire people has in it.

9478

CSO: 2300/117

NEW REGULATIONS ON DEFENSE DELIVERIES, MILITARY BUYERS PUBLISHED

Text of Deliveries Decree

East Berlin GESETZBLATT DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK in German Part I No 31, 11 Nov 81 pp 357-368

/Official text of "Decree of 15 October 1981 on Deliveries and Services to the Armed Organs--Deliveries Decree (LVO)," signed by W. Stoph, chairman, GDR Council of Ministers; and Army General Hoffmann, minister for national defense, East Berlin/

/Text/ On the basis of article 15 of the 13 October 1978 Defense Law (GBI I No 35 p 377), the following is decreed for the implementation of articles 7 and 8 paragraph 1 of that law:

Part I: General Regulations on Economic Relations Regarding the Economic Assurance of National Defense

Section 1: Principles and Area of Application

Article 1: Principles

(1) As an essential prerequisite for securing the combat and mobilization readiness as well as the combat strength of the armed organs, the economic assurance of national defense and the accomplishment of economic tasks to ensure internal security and order (hereinafter designated economic assurance of national defense) are an integral element of the socialist state's economic policy. State organs, economy managing organs, combines, enterprises, facilities and cooperatives must accomplish the task assigned them for the economic assurance of national defense, completely, appropriate with respect to quality and range, and at the time stipulated.

(2) The economic assurance of national defense proceeds on the basis of central state defense-economic planning. The special state targets and quotas assigned to the effect as well as other requirements based on indices of central state defense-economic planning are obligatory for balancing and the responsible organization and fulfillment of business contracts.

Article 2: The Responsibility of Managers

Ministers, heads of other central state organs, chairmen of bezirk and kreis councils, general directors of combines, managers of economy managing organs, enterprise

directors as well as managers of facilities and chairmen of cooperatives (hereinafter designated managers) are personally responsible in their sphere of responsibility for the management, planning, supervision and accomplishment of the tasks assigned them for the economic assurance of national defense. They must therefore provide the conditions required at the proper time. They must promptly cancel any decisions by subordinated managers, which infringe legal regulations on the economic assurance of national defense. The managers personal responsibility includes the duty to apply for and initiate the necessary management and planning decisions if that is required for the orderly preparation and execution of the tasks for the economic assurance of national defense.

Scope: Article 3

(1) This decree applies whenever the following act as buyers in business relations as per article 4 paragraph 1:

- a) The Ministry for National Defense,
- b) The Ministry of the Interior
- c) The Ministry for State Security

as well as their subordinated agencies and enterprises (hereinafter designated armed organs).

(2) Other buyers in the meaning of this decree are:

- a) The GDR State Customs Administration,
- b) The State Administration of State Reserves,
- c) Engineering-technical foreign trade
- d) The State Planning Commission, department for government orders,
- e) Potsdam Special Construction VEB,
- f) The main directorate for special trade and its wholesale and supply enterprises,
- g) The central executive of the Society for Sports and Technology

and other organs determined by the Council of Ministers.

(3) On the application of the competent minister or chairman of a bezirk council, the Minister for National Defense, in agreement with the chairman of the State Planning Commission, may decide to expand the scope of this decree for a limited time to other state organs, combines, enterprises and facilities as well as investment projects or other measures, should this be imperative in the interest of national defense. Within the scope and time determined, these state organs, combines, enterprises and facilities will be deemed buyers in the meaning of this decree. They must so advise their partners in the organization of cooperation relations.

(4) The use of this decree by buyers as per paragraphs 1-3 must be limited exclusively to the extent of the material or financial funds earmarked to meet the requirements.

(5) The provisions of this decree apply to component deliveries and other cooperation services required to meet delivery and service obligations to the buyers, provided that this is explicitly stated in this decree, the service required cannot be performed by the respective enterprise or combine and is incorporated in products or services for the buyers. If only part of the cooperation services is earmarked for deliveries and services to the buyers, it must be clearly defined.

(6) This decree applies to subsequent investments also, which may be required on the basis of an investment by the buyers as per paragraphs 1 and 2, provided that special state targets and quotas were assigned to that effect.

(7) The application of this decree as per paragraphs 3 and 5 presumes that the entitlement to such application was made known to the initial cooperation partner at the time of orders, purchases and balance notifications, and documented at his request or the request of the balancing organ.

(8) In the cases covered by paragraph 3 documentation is represented by quoting the reference number of the Minister for National Defense's directive on the expansion of the scope of the delivery regulation, and in the case of investment projects and scientific-technological tasks by quoting the index number.

(9) To be quoted in the cases covered by paragraph 5 is the reference number of the fund holder for whom the service is destined and the index number or the directive by the Minister for National Defense.

(10) Should no documentation be supplied for the authorized application of the LVO, managers must make an application for the investigation of the authorization to the head of the superior organs of the buyer or customer. The head of the superior organ is obligated within 3 weeks from receipt of the application to advise the applicant of the result of this investigation.

Article 4

(1) This decree applies to relations between buyers and economic units in the preparation, coordination and implementation of deliveries, scientific-technological services, the industrial repair of weapons and equipment, investments and building repairs, service and supply services, other services and the joint accomplishment of tasks (hereinafter designated business relations).

(2) The legal provisions issued in the fields of planning, balancing and cooperation apply unless this decree lists special regulations.

(3) Branch and product related legal provisions, especially general service conditions issued by ministers and heads of other central state organs, apply to buyers as per article 3 paragraphs 1 and 2 only if this is explicitly stated and has the approval of the Minister for National Defense.

(4) The provisions of this decree are not applicable if, as per international treaties, other regulations are obligatory for the organization and implementation of services to the buyers.

(5) The provisions of this decree do not apply to the supply of electric energy, gas, thermal energy and potable water to the buyers. Articles 35 through 39 are not applicable to the delivery of solid fuels to the buyers.

(6) The provisions of Part II, sections 1 and 2, also apply to other services, provided that no special regulations are set out in the further sections of Part II. The provisions of Part II, section 5 are applicable only to buyers as per article 3, paragraphs 1 and 2.

Section 2: Rights and Duties of Administrative Offices of Armed Organs with Regard to Business Relations

Powers for the Organization of Business Relations: Article 5

(1) On the basis of military and other service regulations administrative offices of military or other service regulations must:

- a) Provide consumer-side data for planning, carry out coordination with balancing organs and accomplish other tasks of the competent fund holder in the balancing process,
- b) Conclude business contracts on services to meet their needs and utilize secondary raw materials as well as on participation in the accomplishment of common tasks.

(2) Rights and duties from business contracts arise only for that administrative office which is the contractual partner, unless otherwise provided in the business contract. The superiors of the commander or manager of the administrative office may direct that another administrative office join the business contract. This latter then assumes all rights and duties arising from the business contract on the date determined by the superior but not before the seller has received advice in writing of such accession. In that case no approval by the remaining partner or his superior organ is needed.

(3) The competent ministry handles the rights and duties arising from the business contract if a subordinate administrative office is unable to do so, and the superior has not issued any directive as per paragraph 2.

Article 6

(1) In legal matters the administrative office is represented by the commander or manager (hereinafter designated commander). Within the scope of their administrative duties the deputies to the commander and departmental managers also are authorized to represent the administrative office. The commander may issue a written power of attorney to authorize other persons to undertake such representation. Unless another term is stipulated, the power of attorney lapses at the end of the calendar year.

(2) The commander's superiors may issue mandatory directives for the administrative office.

Article 7: Checks, Requests for Data and Reports

(1) Buyers as per article 3 paragraphs 1 and 2, letter d, may carry out checks at the economic units which supply them with services and at their cooperation partners, regarding the available potential for said services, their status and completion. Unless carried out by military buyers or within the scope of a coordinated plan, the manager of the economic unit's superior organ must be supplied with advance information about these checks. He may cooperate in the check and must be informed of the result.

(2) For the preparation and implementation of checks as well as other events which might affect the satisfaction of the buyers requirements, the economic units are obligated as per article 3 paragraph 1, upon request and within the stipulated time, to supply data on the potential available and the status of the services to be rendered.

(3) With regard to investment projects of buyers as per article 3 paragraph 1, the duties and powers provided in legal regulation as to checks, reports on and examination of investments by banking, financial and price organs, the Central State Inspection for Investments, the State Construction Supervision and other supervisory organs, these will be observed by the ministries on their own responsibility.

Section 3: Bases of Business Relations

Article 8: Bases of Buyers' Business Relations

(1) On behalf of the chairman of the Council of Ministers, the chairman of the State Planning Commission assigns special state targets and quotas to the ministers, the managers of other central state organs and the chairmen of bezirk councils. These are to be completely broken down to the economic units or kreis councils.

(2) Buyers must, in coordination with the indices determined by central state defense-economic planning, report for balancing any supply requests for which no special state targets/state quotas are issued and hand over contract offers to the economic units proposed as suppliers.

(3) Special state targets and quotas as well as those supply requests by buyers, for which no special state targets/state quotas were issued, represent the mandatory basis for the planning, balancing, contract conclusion and fulfillment of the business contracts. It is not necessary for the buyers to justify their needs with respect to balancing organs, suppliers or economy managing and superior organs.

Article 9: Cooperation Services

(1) The need for cooperation services arising from special state targets/state quotas or business contracts on supplies for buyers must be planned, reported for balancing as per the legal regulations in effect, and balanced. At the same time care must be taken that the planned and contract-appropriate fulfillment of obligations to the buyer is safeguarded.

(2) Managers must ensure that services to the buyers and the cooperation services required to that effect are given priority within the framework of the funds and available capacities allocated to them together with the state targets and state plan quotas.

Section 4: Duties with Respect to Meeting the Demand

Article 10: The Responsibilities of Combines

(1) The general director of the combine must manage as planned, allround and completely develop and utilize the potential of the combine for the accomplishment of the tasks assigned for the economic assurance of national defense as an element in the operation of the combine. National defense requirements must be taken into account in the structuring and development of the combine.

(2) The general director of the combine must ensure that, within the framework of the planned economic division of labor, the potential of the combine with regard to satisfying the demand for components and services is fully used or priority given the organization of the necessary cooperation relations in the respective region.

Decisions on Meeting the Demand: Article 11

(1) If problems arise in the balancing of the buyers demand, the conclusion of contracts or the fulfillment of the contract, which the manager of the economic unit is unable to resolve despite the utilization of all opportunities offered by the socialist method of production, he must inform the manager of the super organ without delay, and in no case later than 4 weeks from receipt of the request notice or contract offer or the appearance of the circumstances hampering contract fulfillment, and he must also submit suggestions for the resolution of these problems.

(2) Within a further 4 weeks the manager of the superior organs must provide the conditions ensuring that the buyers requirements are met.

(3) If, in the case of paragraphs 1 and 2, problems arise in balancing, the competent managers must promptly so advise the manager of the balancing organ, at the same time submitting suggestions for settling the matter and asking him for a decision.

(4) In the case and within the time limits provided for paragraphs 1 and 2, managers are entitled to carry out coordinations with the buyer and suggest proposals by which it is possible to settle the problems in order to safeguard the economic assurance of national defense. The buyer is obligated promptly to issue a comment with mandatory force. If the problems look like being settled in the foreseeable future, he is entitled to extend by a total of 2 weeks the time limits cited in paragraphs 1 and 2.

(5) If unable to issue a decision on meeting the requirement, the manager of the superior organ and the manager of the balancing organ must so inform the competent minister or chairman of the bezirk council within the time limits cited in paragraph 2 and submit coordinated proposals for a settlement. The competent minister

or chairman of the bezirk council must issue a decision or apply for a decision within 4 weeks from receipt of the information.

(6) All information and decisions described in paragraphs 1-3 and 5 must be reported in writing to the buyer or his superior organ.

(7) Decisions which result in failure to meet the buyer's requirements either completely or in the appropriate range, quality or time limits may be issued only by:

- a) The Council of Ministers or its chairman,
- b) In the case of services for which a special state target/state quota was assigned by the chairman of the State Planning Commission following consultation with the minister or manager superior to the buyer,
- c) In the case of other services by the competent ministers or managers of the other central state organs or chairman of the bezirk council, following the written agreement of the minister or manager superior to the buyer.

Article 12

(1) The provisions of article 11 apply *mutatis mutandi* to managers at earlier cooperation stages, in whose competence cooperation services for eventual services to the buyer are to be planned, balanced or carried out.

(2) The final producer is authorized to involve the buyer in the resolution of the problems arising as per article 11 paragraph 4 only after he and his partners in the earlier stages of cooperation have exhausted all possibilities for coping with the difficulties.

Article 13: Changes in the Course of the Plan Period

(1) If, after the issue of special state quota and for reasons of compelling defense needs, changes arise in the requirements of the buyers or problems in the plan-appropriate accomplishment of the special state quota, and the managers are unable to deal with them unaided, a change in the special quota is to be applied for at the chairman of the State Planning Commission. The application must be submitted in accordance with the applicable special regulations by the minister or manager of the central state organ or chairman of the bezirk council, in the scope of which the relevant causes for the plan change have arisen.

(2) Necessary changes in meeting the demand for services not involving any special state quotas must be reported by the buyer or the supplier to the respective partner and the competent balancing organ. The conclusion or amendment of the business contract is to be carried out when agreement has been achieved between the partners and the competent balancing organ. The necessary funds must be made available promptly, unless legal regulations or other plan decisions provide otherwise.

(3) In the case of small quantities of products supplied by trade enterprises within the scope of the trade assortment and of services which are normally rendered at short notice, the requirement must be met without fail.

Article 14: Discontinuation and Shifts of Production

- (1) If the production of goods or services is discontinued or shifted, the former manufacturer is responsible for meeting the need and concluding and fulfilling the necessary business contracts until such time as the smooth flowing satisfaction of the demand is assumed by another economic unit or in another manner.
- (2) The production of goods and services destined exclusively for one buyer or developed, manufactured or carried out as per the special needs of a buyer (hereinafter designated special products and services) may be discontinued only with the agreement of the minister competent for the buyer.
- (3) The production of special goods and services may be shifted only with the agreement of the buyer. The same applies to the replacement of special and customary products earlier supplied by technically changed products with the same or better use qualities, for which the buyer is one of the main customer. The same applies to services.
- (4) The provisions of paragraphs 2 and 3 also apply to the discontinuation or shifting of the manufacture of type or product linked subassemblies, components, spare and replacement parts, other parts, semifinished goods or primary materials for special products as well as to the discontinuation and shifting of special services at all stages of cooperation.
- (5) The implementation of measures as per paragraphs 2-4 may begin only when the necessary agreement has been given in writing. If an earlier cooperation partner intends to discontinue or shift the production of special goods or services, the approval of the manager competent for the final producer must first be obtained. The latter must be able to prove that the ongoing satisfaction of the buyer's demand is guaranteed.
- (6) Paragraphs 1-5 also apply when a combine replaces its own production with imports or shifts manufacture within the combine.

Section 5: General Provisions on the Conclusion of Business Contracts

Article 15: Period Set for Acceptance

The period set for the acceptance of the offer of business contracts amounts to 4 weeks. Whenever, before the issue of the contract offer, contract negotiations were carried on by the partners, the period set for acceptance is 2 weeks. The partners may agree other time limits.

Article 16: Duty to Conclude Contracts

- (1) The economic unit intended to be the supplier is not entitled to refuse contract offers in the scope of this decree unless explicitly provided. In particular it is not entitled to refuse the conclusion of contracts or the acceptance of individual conditions because the necessary cooperation relations have not yet been produced, decisions on plans or balances not yet issued or the necessary funds not yet allocated.

(2) The economic unit appointed supplier may temporarily refuse conclusion of the contract if it is unable, despite the utilization of all possibilities offered by the socialist method of production, to perform the service required as per the contract offer. Article 11 applies to the subsequent decisionmaking process. The right to the temporary refusal of the contract conclusion stops at the end of the time limits allowed for the decision about meeting the demand.

(3) Paragraphs 1 and 2 apply *mutatis mutandi* for economic units of earlier cooperation stages.

Article 17: Assurance of Complex Deliveries

Deliveries to buyers who require standardized coordination by an economic unit are subject to that economic unit's duty to conclude a contract for the full extent of the deliveries, even if parts of the deliveries are to be effected by other economic units as cooperation partners of the main supplier. The buyer is not obligated to carry out coordination tasks for the preparation and execution of deliveries.

Article 18: Form of Business Contracts

(1) To be used for business contracts are the forms and completion regulations of the buyer. That also applies to data holders of electronic data processing. The use of other forms and completion regulations requires the buyer's approval.

(2) Business contracts for minor services may be concluded by the acceptance of a written and officially stamped order from the buyer. If the contract order is filled immediately, the business contract takes effect by way of the informal acceptance of the order. If it is not filled immediately, the order form must include the main features of the contract and the seller's acceptance documented by a signature.

Section 6: Assurance of the Plan and Contract Appropriate Implementation of Deliveries and Services

Article 19: Responsibility for the Conditions Necessary for Contract Fulfillment

(1) The buyer is responsible for the concrete order or exact description of the subject matter of the contract required to ensure that the deliveries or services are usable.

(2) Insofar as the buyer is obligated as per legal regulations or contractual agreements to cooperate in contract fulfillment by making available documents or equipment, his responsibility also includes their correctness, freedom of legal errors and suitability.

(3) The supplier is obligated at the proper time to provide all other conditions for defence-economic efficient contract fulfillment. The buyer's confirmation of the documents prepared or obtained by the seller does not free the latter from the responsibility for their suitability for accomplishing the tasks agreed in accordance with the latest scientific-technological knowledge.

(4) The seller must counsel the buyer in the choice of the most efficient solution and is obligated promptly to report defects in the documents and equipment handed him. The seller is not entitled without the buyer's approval to amend or alter the documents or equipment handed over or confirmed by the buyer.

(5) Should the buyer neglect the cooperation duties contractually assumed, or should the task be changed at his request, the seller is entitled within 4 weeks to request an alteration in the delivery date or other contract terms affected by the buyer's action. The partners may agree another time limit.

Article 20: Assurance for the Buyer of the Utilization and Fitness of the Delivery or Service

The economic unit is obligated

- a) As the final producer or cooperation partner and in accordance with the extent of its involvement to guarantee the stable and smooth flowing supply of replacement and spare parts for the entire time of the utilization and fitness of the products delivered,
- b) To ensure repairs, service and modernization of the items supplied either itself or, in agreement with the buyer, by the organization of contract workshops or other customer service facilities, or to assist the economic unit appointed to carry out industrial repairs in the preparation of these services,
- c) To organize and assure the technical alteration service as per the legal regulations and the contractual agreements concluded with the buyer.

Article 21: Prices and Price Controls

(1) The economic unit or the price coordination organ must, at the buyer's request, submit a written quotation of the legal prices of deliveries or services, including their basis in law; for import products the foreign exchange prices are also to be reported. This may be done by the submission of price lists, price catalogues, and so on.

(2) The economic unit must invoice deliveries and services at the officially confirmed or determined prices unless legal regulations provide otherwise. In case the seller neglects his duties, the buyer is authorized to refuse payment for deliveries and services at provisional prices.

(3) The buyer and his competent financial and price control organs are authorized to carry out price checks at the seller and his cooperation partners. The seller and his cooperation partners are obligated to allow the scrutiny of all documents required or to hand over documents for scrutiny upon request.

Article 22: Invoicing

(1) The invoice must conform to the requirements stated in this decree and the implementing regulations issued. It must be completed in triplicate unless otherwise agreed with the buyer.

(2) The invoice must be accompanied by a copy of the delivery slip. At the request of the buyer, the business contract should stipulate that the seller's copy of the delivery slip must include the written confirmation by the seller's manager responsible for shipping as to the time of delivery to the transport enterprise or the recipient.

(3) If one of the provisions as per paragraphs 1 or 2 is neglected, the invoice is deemed to be incomplete and the claim for settlement not due.

Article 23: Terms of Payment and Settlement Procedures

(1) In effect for contractual relations with buyers are

a) A payment term of 14 days for

- Deliveries of foods and farm products if the means of transportation or type of transportation agreed ensure the observance of an average transport period of up to 2 days,
- Transportation and other services,
- Deliveries examined and accepted upon receipt by the buyer as per legal regulations or contractual agreements;

b) A payment term of 28 days for all other deliveries, including the transport costs arising and to be paid by the buyer.

(2) The giro transfer system is applicable for the settlement of monetary claims and monetary liabilities for deliveries and services to buyers.

(3) With the agreement of the GDR State Bank, the central state organs competent for the buyer and the seller may agree that certain deliveries and services are to be settled in 14 rather than 28 days or another settlement procedure be used instead of the giro transfer system.

Article 24: Effects of Special Defense Measures

(1) The administrative offices and enterprises of the armed organs are not responsible for the nonfulfillment or incorrect fulfillment of their contractual duties if this arises from compelling defense requirements, especially measures for the fulfillment of obligations under the Warsaw Pact, the defense of the German Democratic Republic or exercises for the purpose of reviewing defense readiness. If the observance of time limits normally represents a condition for the development or realization of rights, or if their disregard normally results in legal difficulties for the administrative offices and enterprises of the armed organs, these time limits are suspended in the above circumstances. Where required, the partners must agree new time limits or dates. The repayment of the necessary expenses is not affected by these provisions.

(2) At the request of the seller, the existence of compelling defense requirements must be documented by the confirmation of the superior organ of the administrative office or enterprise.

Section 7: Assurance of State Discipline

Article 25: Responsibility for the Assurance of Plan and Contract Fulfillment

- (1) The manager of the economic unit obligated to carry out the delivery or service must ensure that the status of the fulfillment of plan quotas as well as the sales and supply contracts for assuring satisfaction of the buyer's needs as per article 3 paragraphs 1 and 2 is regularly and separately recorded.
- (2) Buyers as per article 3 paragraph 3, the purchasers of cooperation services as per article 3 paragraph 5, the balancing organs and economic units which have to supply cooperation services, are obligated to record proof of reported and issued balance shares, contract offers and deliveries or services subject to the provisions of this decree.
- (3) The manager of the superior organ of the economic unit which must carry out deliveries or services, must--within the scope of reports required for statistical reporting and by other methods--check the observance of state discipline by the economic unit subordinated to him as well as prevent the unauthorized application of this decree. At the properly founded request of the buyer he provides a formal report or carries out other checks regarding the status of contract fulfillment and enables the buyer to cooperate in them.

Article 26: Security and Classification

- (1) The preparation and execution of services for the economic assurance of national defense, documents and other objects as well as any information concerning them are classified and to be handled in accordance with security requirements. They are to be accessible only to authorized persons to the extent required for the accomplishment of their tasks. Managers must designate authorized personnel as per the regulations in effect and show proof that said personnel has clearance.
- (2) In the case of special deliveries and services, the buyer must stipulate in the business contract the degree of classification and other mandatory secrecy and security requirements. The same applies to other deliveries and services which, for special reasons, require classification. The seller must deal with state and service secrets as per the degree of classification stipulated by the buyer.
- (3) Special products must be protected from any handling by unauthorized personnel. Special security measures must be adopted when the competent state organs so decide.
- (4) In the case of special deliveries and services, products, documents, production prerequisites or parts thereof as well as scrap and material residues may be offered, supplied or made available in any other way to third parties or destroyed or scrapped only with the written consent of the buyer. Excepted from this provision are customarily traded parts and materials. The ban on unauthorized disclosure also applies to all scientific-technological results achieved in the course of contract fulfillment and related to the special deliveries and services, as well as to the assurance of patent rights, publication of any kind and other information provided to outsiders. Other provisions may be agreed in the business contract provided the regulations on classification are observed.

(5) The seller may supply to other organs, economic units and persons such information about the preparation and fulfillment of his tasks for the economic assurance of national defense, which he is obligated to supply or which are required for the organization of cooperation. Publication is permissible only with the consent of the buyer.

(6) The buyer may make the involvement of third parties in cooperation subject to his consent.

(7) The provisions on classification continue to apply after the end of the contractual relations which were the reason for the obligation in the first place.

(8) Paragraphs 1-7 also apply to economic units in the cooperation stages anterior to the seller.

Article 27: Disciplinary and Material Responsibility

(1) The competent disciplinary superior institutes disciplinary proceedings against managers or senior staffs of the economic units or economy managing organs, who are guilty of infringing the provisions of this decree in matters of the economic assurance of national defense. If damage has been caused, the material responsibility of the managers and senior staffs is to be examined as per the legal regulations in effect. The same applies to the buyers.

(2) Should the buyer or his superior organ note infringements of state discipline with regard to the economic assurance of national defense, they are entitled to request the competent disciplinary superior to initiate disciplinary proceedings against the person responsible for the offense. They must be informed about the result of the disciplinary proceedings.

Article 23: Economic Penalties

(1) Economic units and economy managing organs may be sentenced to economic penalties if they neglect legal duties arising on the basis of this decree.

(2) Neglect of legal duties in the meaning of paragraph 1 lies if

- a) Economic units repeatedly fail either completely to accept or accept in part only the contract offer within the time limit, on contravention of the duties arising from this decree,
- b) Economic units provisionally refuse conclusion of the contract though the conditions for the conclusion of the business contract and its orderly fulfillment exist provided the possibilities offered by the socialist method of production are utilized,
- c) Economic units fail promptly to notify the manager of the economy managing organ and the buyer in case problems arise in balancing, the conclusion or fulfillment of the business contracts, and they are unable to cope with these problems themselves,

- d) Combines or economy managing organs fail completely or at the proper time to meet their legal obligation to adopt or initiate decisions,
- e) Economic units discontinue or shift the production of goods or services, or in anticipation of discontinuation or shifts alter the required production conditions, economy managing organs direct or approve the discontinuation or shift of the production of goods or services without the conditions as per article 14 being present,
- f) Economic units or economy managing organs fail either completely or at the proper time to meet their duties with regard to information, or provide wrong information and thereby adversely affect or endanger the satisfaction of the buyer's needs,
- g) Economic units or economy managing organs plead the applicability of the delivery degree toward cooperation partners or balancing organs, though not entitled to do so.

(3) The penalty must be paid to the state budget. It may be imposed in an amount of up to M100,000. The State Contract Court is competent to decide the payment of economic penalties.

Part II: Special Provisions

Section 1: Deliveries

Article 29: Text and Negotiation of Delivery Contracts

- (1) All provisions required for the defense-economic effective organization and implementation of business relations, transportation, the utilization or warehousing of the products must be agreed in the delivery contracts concluded with the buyers.
- (2) At the buyer's request the supplier must explicitly confirm acceptance of the contract offer by his signature and return copies of the contract even if such a declaration of acceptance is not a condition for a delivery contract as per other legal regulations. The same applies *mutati mutandi* to cooperation services.
- (3) The legal regulations governing the preparation and execution of investments do not apply to deliveries of equipment and construction materials to buyers as per article 3 paragraphs 1 and 2.

Article 30: Conditions for the Use of Electronic Data Processing

- (1) The data of the Central Item Catalogue are to be used in delivery contracts concluded with buyers. Should the buyer have included these data in the contract offer either not completely or incorrectly or not consonant with the latest standards, the supplier must provide the necessary supplementations or corrections in writing. The supplier is responsible for the up-to-dateness of the data of the Central Item Catalogue used in the delivery contract and other documents. This provision does not apply to business contracts as per article 18 paragraph 2.

(2) In the case of business relations regarding special deliveries and services to member countries of the Warsaw Pact, the supplier must, at the request of the buyers, use the standardized material code consonant with the appropriate special regulations for all orders and contract offers as well as delivery contracts and invoices.

(3) At the buyer's request economic units must agree the prerequisites for the exchange of computer legible data, provided these prerequisites are available.

(4) Should a partner to the contract use incorrect or obsolete data of the Central Item Catalogue or neglect the duties arising from paragraphs 1 and 2, article 18 paragraph 1 or paragraph 22 of this decree or the legal regulations issued for their implementation, he will have to pay a contract penalty in the amount of 0.5 percent of the value of the delivery or service described in the respective documents, but not exceeding M1,000 per document; he will also have to make good any damage in excess thereof.

Article 31: Special Provisions on the Duty to Conclude a Contract

(1) At the buyer's request enterprises of the general food industry, agriculture and the essential food industry, the respective trade enterprises and enterprises of the wholesale trade in consumer goods are obligated to conclude delivery contracts like those with enterprise facilities and points of sale for the workers supply in centrally designated key enterprises. That applies in particular to agreements on assortment, quality, packaging and deliveries as per time schedules.

(2) At the buyers request delivery contracts must also be concluded

- a) If the minimum volume falls below that prescribed or customary for direct purchases. No agreement may be requested for quantities falling below a case load;
- b) On products which are combined, packaged and canned as a group, by assortment and quantity in conformity with the buyer's requirements, even if part of these products is not turned out by the manufacturing enterprise or is part of the trade assortment;
- c) On products for which the buyer supplies samples, design documents or other documents, although the same or similar items are in the supplier's production program.

(3) Insofar as the supplier of scientific-technological services is also the supplier of the products, he must at the request of the buyer of these products conclude with him a coordination contract on the preparation of future deliveries. This must provide in particular for:

- a) The quantity of products to be accepted by the buyer upon the contract appropriate conclusion of the development,
- b) Principles of cooperation with other organs or facilities which are appointed further buyers of the future mass produced items,

- c) The conditions to be provided for the defense-economic effective organization of delivery and transportation relations,
 - d) The organization of an effective quality control system by the future supplier,
 - e) Procedures and time limits for the conclusion of delivery contracts.
- (4) Contracts on deliveries and services for the construction or maintenance of special ships and boats must be concluded as per the special rules of the buyer, which were issued in agreement with the superior organ of the supplier. The special rules must also be used for cooperation services.

Article 32: Compass of Deliveries

(1) At the buyer's request the following are to be agreed as elements of the delivery:

- a) The supply, simultaneous with the delivery, of works certificates, industry customary quality passports and other documents or the use of distinguishing marks showing the composition and quality of the products,
- b) The handing over of instructions for the use, maintenance, repair, preservation and depreservation as well as storage directions for each of the products delivered or each delivery,
- c) The handing over of component, spare and replacement part catalogues as well as of spare and replacement part standards,
- d) The use of special distinguishing marks for products or their individual packaging and packaging units,
- e) The use of special products or processes to ensure protection from corrosion, special preservation or long-term storage,

(2) Also included in the completeness of the delivery are:

- a) Documents and services as per paragraph 1,
- b) Two copies of the delivery slip listing the contract item, the buyer's contract number, the item number of the contract or contract specification and the number of the test report of the military customer if that latter carried out the quality check.
- c) The marking of the various items in the delivery to enable the recipient to check off the delivery slip, packing slip or list of items. In the case of agreed partial deliveries to a recipient, the respective number of the partial delivery is to be quoted.

(3) Additional or short deliveries are permissible only within the framework of the tolerances provided in legal regulations or contractually agreed and, in the case of direct purchases, in accordance with the agreed or customary case loads.

Article 33: Technical Changes in Special Products

- (1) Technical changes in special products, especially for the utilization of scientific-technological advances or as a result of innovator activities, require the prior written consent of the buyer in every case. Technical change services must be prepared and carried out as per the rules laid down by the buyer. The buyer's consent to applications for technical changes does not free the supplier from responsibility for product quality and the technical feasibility of the change.
- (2) The supplier is obligated to review any buyer's demands for technical changes, obtain expert scientific-technological and economic opinions and inform the buyer about their feasibility. The same applies to products manufactured under license if the licensor carries out technical changes.
- (3) Paragraphs 1 and 2 apply *mutatis mutandi* to cooperation services for special products.

Article 34: Quality

- (1) In order to ensure the prescribed or contractually agreed quality, the manufacturers of special products and products of which the buyer is the main customer, must institute and carry out a standardized and thorough quality control system in all stages of manufacture.
- (2) The technical performance specifications (GLB's) confirmed by the buyer and other quality and testing rules of the buyer form part of the contract even without explicit agreement. They must be reported to the supplier who, wherever necessary, must pass them on to his cooperation partner, and they are to be listed in the delivery contract.
- (3) Insofar as this is required due to compelling national defense needs and to ensure the standardization of military equipment or the compatibility of their subassemblies and components, the quality and testing rules of the buyer or the delivery contract may set out provisions differing from the legal regulations governing the quality, technical safety or use of specific raw materials and other materials. In these cases the supplier must immediately apply to the competent state organ or economy managing organ for the necessary special permit or special regulation.
- (4) The delivery of products of lower quality is permissible only if explicitly and contractually agreed with the buyer.
- (5) Paragraphs 1-4 apply *mutatis mutandi* to cooperation services; however, paragraphs 3 and 4 only insofar as the supplier is unable by any other means to meet his obligation for appropriate contract fulfillment.

Article 35: Quality Testing

- (1) Buyers are entitled to carry out quality testing by military customers with regard to all deliveries. Following the quality testing, the military customer decides whether to approve delivery. Quality testing has the legal effect of joint

quality testing or acceptance only insofar as this is explicitly stated in legal regulations or agreed in the delivery contract.

(2) Unless otherwise agreed, the supplier must advise the agency designated in the delivery contract in writing no later than 2 weeks before the delivery is ready for quality testing.

(3) The buyer is obligated to carry out quality testing within 2 weeks and, in the case of food, within 3 working days after the orderly readying of the delivery, or to approve delivery without quality testing. If the readiness statement is not supplied in time or the time limit for readiness for testing not observed, the time limit for the conduct of quality testing is 4 weeks, 10 working days for a military customer stationed at the supplier and 6 working days for food.

(4) The buyer may provide for approval of the delivery without quality testing either in the delivery contract or by written notification of the supplier. Such an agreement or notification may be revoked by the buyer if this is required because complaints about the quality of earlier deliveries or the results of checks call for the conduct of quality testing.

(5) If, for reasons given by the supplier, the conduct of the announced quality testing is not possible, or if the tests must be repeated, he must pay the buyer compensation for expenses incurred in the process of quality testing by each staff member authorized to do so and in the amount of M300 for every test either not carried out or carried out without success. Claims for compensation in excess of this amount are not affected.

Warranty: Article 36

(1) Unless prescribed in other legal regulations or directives by the Standardization, Measurement and Commodity Testing Office or other authorized state organs, a warranty period of 12 months is in effect for products supplied to buyers. For certain types of products this warranty period may, upon agreement, be replaced by the period of operation or the frequency of use.

(2) If products are preserved or appropriately stored and serviced, a longer warranty period than specified in paragraph 1 but not exceeding 2 years may be agreed upon the request of the buyer.

(3) At the buyer's request a longer warranty period than specified in paragraphs 1 and 2 must be agreed if longer fitness for use is necessary for the buyer and is feasible considering the status of science and technology. The period exceeding paragraphs 1 and 2 is deemed to be an extended warranty.

(4) Instead of the warranty period in paragraph 1, a shorter term may be agreed but may not be less than 6 months, provided the supplier can prove that, consonant with the status of the development of science and technology, the full fitness for use of the product cannot be guaranteed for a longer term.

(5) Regarding products or parts of products intended for immediate use or subject to rapid depreciation when used as intended, the supplier must guarantee fitness for use for that period to be assumed appropriate for products or parts of products of the respective type if they are of first quality.

(6) The supplier must provide a warranty document with every product or case load, citing the contract workshops handling any repair of defects in the warranty period. The same applies to functionally independent parts of the final product. The supplier must insert the date of delivery on the warranty documents, the buyer the date of the start of utilization.

(7) Paragraphs 1-6 apply *mutatis mutandi* to: cooperation services.

Article 37

(1) If the same defect arises in more than 5 percent of mass produced items, preventing or hindering appropriate use, all products of this type delivered are deemed to be faulty if the warranty period has not yet lapsed. This provision does not apply if the supplier is able to prove the flawless quality of deliveries.

(2) In cases involving paragraph 1, the supplier must remove and replace the defective parts of the products at his expense.

(3) Other or supplementary regulations may be issued as military quality and testing rules or as part of the delivery contract.

(4) Paragraphs 1-3 apply *mutatis mutandi* to cooperation services.

Article 38: Packaging

(1) At the buyer's request the packaging of products must be carried out so as to meet the use requirements with respect to both quality and distinguishing marks as well as dimensions of packs and permits the organization of an unbroken chain of transportation from supplier to user.

(2) Packing materials and other materials appropriately marked and accompanied by a packing slip showing the return address are deemed to be loaned packaging. Loaned packaging must be returned by the recipient within 90 days unless another time limit was agreed in the business contract. The buyer or the superior organ of the recipient are entitled to inform the supplier or manufacturer in writing that the loaned packaging will be kept against payment of its value at the time. No penalties or other legal consequences due to belated return lie from the time of this information.

(3) The recipient is obligated to forward any packaging no longer used for appropriate economic utilization. He may request the supplier or manufacturer to buy back reusable packaging materials.

(4) Penalties for exceeding the return dates of loaned packaging or the infringement of other regulations concerning the treatment of packaging materials may be imposed only on the recipient.

Article 39: Dispatch and Transportation

(1) The supplier must so organize the dispatch and transportation that all contractual obligations are met. Unless otherwise agreed, he must use the type of transport involving the lowest cost to the buyer. Dispatch in large containers requires the written consent of the buyer.

(2) At the request of the buyer provisions have to be agreed in the delivery contract on the shipping documents and the prepayment of freight costs insofar as this is required for implementing the rules imposed by the appropriate shipper.

(3) The shipment must be routed to the shipping address listed by the buyer in the delivery contract or that designated by his authorized representative. In those cases the recipient's domicile is the location of the service. If the shipment is routed to another administrative office, the latter is entitled to refuse acceptance and return the shipment at the supplier's expense.

(4) Transport enterprises must completely and at the proper dates meet the duly planned requirements for transport space, including shipping containers for shipment to the buyers.

(5) At the buyer's request the timely notification of the buyer or recipient regarding the time of arrival of the shipment as well as the details of the notification is to be contractually agreed.

(6) The armed organs are permitted to pick up shipments themselves only if this is necessitated by military requirements. Such pick ups must be agreed in the delivery contract. Unless otherwise provided, the buyer must be informed in writing that the shipment is ready to be picked up 2 weeks before the delivery date. Items will be handed over only against the submission of an authorization for pick up from the buyer or the recipient designated by the buyer.

Section 2: Scientific-Technological Services

Article 40: Planning, Balancing and Contract Conclusion

(1) Scientific-technological services as per the nomenclature of stages of work and services regarding the tasks of the plan science and technology are to be balanced, contractually agreed and carried out in accordance with special state targets and quotas or plan decisions by the competent managers, especially for

a) The conduct of research and the preparation of forecasts and studies

b) The development of products, processes and technologies,

c) The preparation of mass production for special products based on licenses acquired by economic units,

d) The operation of scientific-technological services by way of special modifications and solutions.

(2) At the request of the manager of the economic unit competent for the final service, scientific-technological cooperation services intended for the buyer and for which no special state targets and quotas were issued, are to be incorporated in planning and balancing by the manager of the economic unit competent for the cooperation service.

(3) Business contracts on scientific-technological services are to be concluded for all services necessary for the accomplishment of the assignment and must include

results directly usable by the buyer, especially the development of entire and fully operable products and systems. If details of cooperation in the conduct of scientific-technological services cannot be settled with sufficient precision in the case of long-term assignments, the business contract is to be appropriately amended at the proper time. The object and date of the necessary amendments are to be agreed in the business contract.

(4) If, at the time studies are prepared or the assignment drafted, it turns out that the tactical-technical requirements cannot be realized either technically or in terms of the economy, or cannot yield the desired results, the business contract must be amended or canceled following the issue of the necessary plan decisions. The supplier is entitled to ask the buyer to pay for any services rendered.

Record of Obligations and Defense: Article 41

(1) As the basis for the preparation of the record of obligations and for the definition of the assignment, the buyer must provide the supplier with tactical-technical or other requirements consonant with the kind and extent of the service including the need for orientation.

(2) As per the legal regulations and on the basis of the buyer's requirements, the supplier must prepare the record of obligations.

(3) The record of obligations must be defended and confirmed by the superior managers of the supplier and the buyer. Changes in the record of obligations require the consent of the buyer.

(4) The buyer's acts of cooperation extend to the agreed preparation, implementation and appraisal of tests and the agreed expert checks which cannot be carried out by the economic unit. The buyer must cooperate in the preparation of the TLB's and other provisions regarding quality and testing, and he must confirm them.

Article 42

(1) The defense of agreed interim results and the final result of scientific-technological services takes place before the superior manager of the supplier. With the consent of the buyer, subordinated managers may be assigned to carry out defenses. The results of the defense may be confirmed only when the buyer has given his consent in writing. The buyer may request repetition of the defense.

(2) The buyer is entitled to request the economic unit to supply data about scientific-technological work of possible importance for national defense.

Section 3: Industrial Repairs

Contracts on Industrial Repairs: Article 43

(1) The industrial repair of weapons and equipment is to be agreed to the extent required by the buyer and so carried out that the observance of tactical-technical parameters and qualities is guaranteed for subsequent military use within a fixed period of utilization. Industrial repairs are to be carried out as single or

serial repairs of complex systems, products and parts of weaponry and equipment, including the special equipment required for their utilization.

(2) At the buyer's request standardized services are to be agreed for similar repairs. The buyer may require the performance of partial services as part of the standardized services.

(3) To be agreed at the buyer's request and as a guarantee of the repair of all partial systems of weaponry and equipment (complex repairs) is the simultaneous conduct of repair services of all kinds.

(4) The following substitution procedures are to be used at the buyer's request:

- a) The substitution of components, subassemblies and partial systems as a form of the organization of industrial repairs,
- b) The substitution of complete weapons and equipment.

(5) The provisions on industrial repairs also apply to other repair services and the modernization of weapons and equipment. At the buyer's request modernizations and other technical changes are to be agreed and carried out in conjunction with the services listed in paragraphs 1 and 2.

Article 44

(1) Cooperation between buyer and supplier in the preparation and conduct of industrial repairs of weapons and equipment is to be regulated in particular by

- a) Contracts on scientific-technological services for the preparation of industrial repairs,
- b) Long-term and annual contracts on the execution of industrial repairs,
- c) Service contracts.

(2) Contracts on scientific-technological services for the preparation of industrial repairs are to be concluded and fulfilled in accordance with the provisions defined by the buyer as

- a) Contracts for the production of studies, and
- b) Contracts for the development and introduction of technological processes for industrial repairs.

(3) For the industrial repair of modifications of weapons and special equipment as well as for customary products the supplier must carry out the preparations for industrial repairs at his own responsibility.

(4) Long-term and annual contracts are to include the following provisions, depending on the features of the weapons and equipment to be repaired and their operation:

- a) Volume of products by kind, type and modification ,
- b) The extent and method of the repair service on the basis of technical and technological documentation,
- c) Production times and concurrences,
- d) Arrival, delivery and return dates,
- e) Safety, security and frequency rules,
- f) Provisions on changes of the extent of services.

(5) In addition to the annual contracts concluded the supplier is obligated without delay to conclude contracts on the removal of breakdown and accident damage, provided the necessary plan decisions have been issued. At the request of the buyer the supplier is obligated to carry out an investigation of the facts of the matter, prepare a cost estimate and carry out an inspection on the site of the weapons and equipment. If, as a result of the investigation, the buyer requests cancellation of the contract, the supplier is to be repaid his expenses.

Article 43: Delivery to the Supplier

(1) The buyer is obligated to deliver or hand over to the supplier the weapons and equipment together with the respective technical documentation to the extent and in the condition agreed. In the case of the nonobservance of the delivery or handing over dates, the supplier must promptly notify the buyer. Early delivery requires the consent of the supplier.

(2) If delivery is to be effected by rail, the supplier is obligated to unload the shipment at the request of the buyer and against repayment of the costs incurred.

(3) At the time of the acceptance of the weapons and equipment to be repaired, the supplier must, at the request of the buyer, carry out an initial inspection regarding completeness and condition. The supplier must accept equipment which, while not covered by the services to be rendered, represents part of the weapons and equipment concerned; he must unload, secure and store it in an orderly fashion.

(4) The supplier may refuse to accept the weapons and equipment to be repaired if these diverge considerably from the contractual agreements with regard to type, volume or other circumstances, and if the supplier can prove he does not have the capacity to carry out these repairs. He must then promptly notify the buyer and submit suggestions for a solution as well as guarantee the unloading and safety of the weapons and equipment. Within 2 weeks from receipt of the notification the buyer must inform the supplier how to proceed.

Article 46: Carrying out Industrial Repairs

(1) The supplier is obligated to inspect the weapons and equipment delivered to him as to their fitness for repairs and to record his findings in a manner consonant with the agreed repair service as to type and extent. If, in the course of the

inspection or while carrying out the repair the supplier notes that additional services are required or the industrial repairs may be carried out at less cost, he must promptly so advise the buyer and document his advice. The business contract is to be amended as per the decision of the buyer.

(2) The supplier and his cooperation partners may operate the weapons and equipment or parts thereof only for the purpose of control, testing or acceptance, as per the defense regulations.

(3) The supplier is obligated by his own and cooperative measures to ensure the regeneration as well as the manufacture of spare and other parts for his own use and that of the buyer. This does not apply to parts and components with respect to which the manufacturer stipulates the use of original parts or provides for the use of such parts subject to wear and tear.

(4) The supplier is entitled to use equivalent parts and components if he is able to prove that the technical and design parameters and qualities of the parts as well as defense regulations are observed. The use of equivalents is no technical change as per article 33 paragraph 1.

Article 47: Return

(1) Unless otherwise agreed in the contract, the supplier must so make available and secure repaired weapons and equipment that those responsible for their return may carry out functional testing and test completion.

Article 48: Warranty

(1) Unless longer terms are prescribed in other legal regulations, the following warranty periods apply to repair services for weapons and equipment:

- | | |
|--|-----------|
| a) For products of electrical engineering/electronics,
precision engineering/optics | 12 months |
| b) For all other products | 6 months. |

To be used in the case of complex repairs are the warranty periods applicable to each partial system.

(2) In order to maintain combat readiness the user is entitled himself to subsequently repair defects in repaired weapons and equipment, which turn up during the warranty period. He must preserve the evidence required to document the defects, promptly inform the supplier in writing about the kind and extent of the subsequent repair and request compensation for the costs incurred.

Section 4: Services and Supplies in the Region

Article 49: Object

(1) The economic units are obligated to conclude business contracts with the armed organs on services and supplies in the region, especially with regard to:

- a) The repair, servicing and maintenance of customary machinery and equipment,
- b) The expert inspection and utilization of machinery and equipment discarded,
- c) The laundering, cleaning, dying and repair of clothing and equipment, including pick-up and return,
- d) Pest control in economic and storage facilities,
- e) The storage of machinery, equipment and supplies,
- f) The supply of food,
- g) The supply of pharmaceuticals and other medical goods and their rollover,
- g) City services.

(2) Articles 44-48 apply *mutatis mutandi* to repairs, servicing and maintenance. The repair contracts required to remove defects must be concluded promptly at the request of the buyer and within such time limits as will minimize the occurrence of subsequent damage.

Article 50: Need Coordination

The armed organs are obligated in good time and in writing to notify the competent local state organ as soon as the first need for services and supplies arises in the region as well as about changes in these needs. They must also carry out coordinations regarding military-economic effective need satisfaction.

Article 51: Duty to Satisfy Needs

(1) The chairmen of kreis councils must guaranteed that the armed organs needs for services and supplies are satisfied by efficient economic units in the region. They must issue decisions for meeting the needs of the armed organs.

(2) If the chairman of the competent kreis council is unable to ensure the satisfaction of the armed organs needs for services and supplies, he must apply for a decision to the chairman of the bezirk council, at the same time submitting suggestions for a solution.

(3) In agreement with the manager of the state organ or economy managing organ competent for the kind of service, the chairman of the bezirk council must issue a decision on satisfying the needs of the armed organs.

Section 5: Investment and Building Repairs

Article 52: Appointment of General and Main Contractors

(1) On the basis of plan decisions the buyer is entitled to request the competent minister or chairman of the bezirk council to appoint a suitable project-linked general contractor and/or suitable main contractor to cooperate in the preparation

of targets and the preparation and execution of investments and building repairs. The minister or chairman of the bezirk council must issue a decision within 6 weeks. Article 11 paragraph 7 applies *mutatis mutandi*.

(2) If, within the scope of the equalization of resources, a general or main contractor from a combine directly subordinated to the Ministry for Construction is available, the chairman of the bezirk council must agree this appointment with the general director of the respective combine. If no agreement is reached, the chairman of the bezirk council must apply to the Minister for Construction for his decision.

(3) The replacement of a general contractor, main contractor or other contracted appointed for a projects of the buyers by the decision of superior organs or contractual agreements is permissible only with the written consent of the buyer.

Duties of the Economic Units

Article 53

(1) At the request of the buyer and on the basis of the conditions issued in legal regulations, economic units must conclude business contracts with the buyer regarding cooperation in the preparation of the targets and the preparation and execution of investments and building repairs. The extent of the service must be organized consonant with the needs of the buyer.

(2) As the contractual partner of the buyers for cooperation in the preparation of the target and the preparation of the investment or building repairs, that economic unit is obligated to conclude a contract, which will subsequently have to carry out the work.

(3) The following is to be contractually agreed at the buyer's request:

- a) Site clearing by the general or main contractor,
- b) Securing and guarding the construction site by the general or main contractor,
- c) The assumption by the general or main contractor of the services needed to create and maintain site facilities as well as look after the workers on the site,
- d) The preliminary equipment of the investment project by the general contractor,
- e) The tasks within the sphere of the supplier, which will be handled by the buyer himself or are to be assigned by the supplier to a subcontractor designated by the buyer.

If construction investments and building repairs are to be carried out on the same site and in technological dependence on one another, the general or main contractor appointed for the investment is obligated at the buyer's request to carry out tasks as per letters b and c on behalf of the main contractor or contractor appointed to prepare and carry out the building repairs.

(4) Paragraphs 2 and 3 apply *mutatis mutandi* to cooperation services.

Article 54

(1) If, when preparing the binding bid or service bid, the supplier notes that the material or financial indices or construction period provided in the assignment will be exceeded, he must promptly so advise the buyer, submit suggestion for a solution and request a decision.

(2) Binding bids and service bids must be defended at the request of the buyer.

(3) Decisions by the buyer as per paragraphs 1 and 2 must be issued promptly and the supplier informed in writing.

Part III: Transitional and Concluding Regulations

Article 55

This decree applies to all business contract to be fulfilled after it takes effect.

Article 56

(1) Implementing regulations will be issued by the Minister for National Defense in coordination with the ministers of the other armed organs and the chairman of the State Planning Commission.

(2) In coordination with the Minister for National Defense and the chairman of the State Planning Commission the Minister for Foreign Trade is entitled to issue regulations governing the importation of special products and services.

Article 57

(1) This decree takes effect on 1 December 1981.

(2) Losing effect at that time are the decree of 8 May 1972 on Deliveries and Services to Armed Organs--Delivery Decree (LVO)--(GBI II No 32 p 363) and the second decree of 23 October 1973 (GBI I No 42 p 689).

Text of Buyers Decree

East Berlin GESETZBLATT DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK in German Part I No 31, 11 Nov 81 pp 368-372

/Official text of "Decree of 15 October 1981 on the Activity of Military Buyers--Military Buyers Decree (MAVO)," signed by W. Stoph, chairman, GDR Council of Ministers; and Army General Hoffmann, minister for national defense, East Berlin/

/Text/ On the basis of article 15 of the Defense Law of 13 October 1978 (GBI I No 35 p 377) the following is decreed for the implementation of articles 7 and 8 paragraph 1 of that law:

Principles

Article 1

(1) To secure the appropriate supply of the National People's Army with weapons, machinery, equipment and supplies (hereinafter designated weapons and equipment) and to safeguard cooperation with combines, enterprises and cooperatives (hereinafter designated enterprises) as well as state supervisory and inspection organs, military buyers are appointed authorized agents for the Ministry for National Defense.

(2) On the basis of legal and military regulations military buyers carry out checks in enterprises on the preparation and implementation of supplies and services for the Ministry for National Defense (hereinafter designated supplies and services). Furthermore, military buyers may be employed on the preparation and implementation of other tasks arising in the enterprises from the defense law.

(3) The Ministry for National Defense is authorized permanently or temporarily to station military buyers at the final producers and in cooperation enterprises. The ministry decides the numbers, the date and the term of this deployment of military buyers as well as their working hours and so informs the enterprise in time for it to provide the necessary conditions.

(4) Military buyers are equipped with a special identity card issued by the Ministry for National Defense. The authorization for observing the rights of a military buyer may also be assigned in writing by the Ministry for National Defense.

Article 2

(1) The extent as well as the type of work of the military buyer are defined by this decree and the regulations issued by the Ministry for National Defense as per military requirements and subject to the special features of the supplies and services as well as the kind of weapons and equipment.

(2) To be carried out to the extent necessary for guaranteed inspection results are checks and tests especially with regard to

- a) Scientific-technological services for the preparation of deliveries and for industrial repairs of weapons and equipment,
- b) Supplies,
- c) Industrial repairs.

(3) Military buyers are authorized and obligated in the accomplishment of their tasks directly to cooperate with the directors and technical directors of enterprises and the managers of the state supervisory and control organs and the technical control organizations (TKO's) of the enterprises. Findings and rules issued by military buyers within the scope of their inspections must be forwarded to the enterprises in writing. The directors must adopt and enforce the necessary measures.

(4) Military buyers are not entitled to conclude, cancel or amend contracts and agreements on behalf of the Ministry for National Defense, unless specifically so authorized by the Ministry for National Defense.

Article 3

(1) If several military buyers operate in one enterprise, the manager of the military buyers is responsible for cooperation with the enterprise regarding all basic issues of the military buyers work.

(2) Where required, the competent managers at the Ministry for National Defense must conclude agreements with the general directors of combines or managers of economy managing organs regarding cooperation between military buyers and the enterprises of a combine or economy managing organ.

Article 4

(1) Ministers and managers of central state organs, general directors of combines and managers of economy managing organs are responsible for orderly cooperation between enterprises in their sphere of responsibility and the military buyers. They must supervise the accomplishment of the assignments arising from this decree and ensure the quick removal of defects and inadequacies noted.

(2) General directors of combines, managers of economy managing organs and directors of enterprises must provide and maintain all necessary material and social conditions in their scope for the accomplishment of the tasks of military buyers. Military buyers must be allowed to use the social, medical and cultural facilities of the enterprises.

(3) General directors of combines and directors of enterprises must fully assist military buyers in the exercise of their functions. They are not entitled to instruct or direct military buyers or to promise or grant them bonuses, other advantages or benefits for their cooperation in the improvement of the reproduction process.

(4) The work of military buyers does not restrict the enterprises responsibility for the orderly preparation and execution of supplies and services.

Article 5

(1) Inspections by military buyers include in particular quality tests, production checks, checks of scientific-technological services and checks of contract fulfillment.

(2) Quality testing is deemed to be the investigation of the observance of the required quality parameters and the appraisal of the quality of weapons and equipment in accordance with military and state quality, safety and testing regulations as well as with agreements between the partners.

(3) Production checks extend to the preparation and execution of the entire production process of the enterprise and include mainly the investigation of the organization and enforcement of the quality control system, especially technological discipline and order.

(4) Checks on scientific-technological services encompass the process of scientific-technological services, the satisfaction of the demands stipulated in the record of obligations, cooperation in tests and defenses as well as quality control of samples and prototypes.

(5) Checks on contract fulfillment include the investigation of the status of realization of components, other cooperation services and imports.

Article 6: Functions, Rights and Duties of Military Buyers

(1) Military buyers are entitled

- a) To check the observance of technological discipline and order, the implementation of enterprise quality control in the entire production process, including inspection of goods arriving, as well as the enforcement of the quality control system and, when justified, request the enterprise checks to be repeated or themselves to carry out the reviews;
- b) To check the observance of the plan for the testing of measuring devices and other enterprise equipment and, in the case of nonobservance or defects in measuring devices and other enterprise equipment to require testing and abstention from use until release by the competent supervisory organ;
- c) To check the orderly handling over/acceptance of weapons and equipment arriving, their inspection, storage, servicing and maintenance as well as the use of available reserves of components or substitutes;
- d) To require the prompt removal of defects, inadequacies and enterprise neglect, which have or may have an adverse effect on supplies or services, and to demand written notification of such removal;
- e) To participate in all tests, investigations, discussions and other enterprise measures including measures of cooperation enterprises, which are related to the preparation, realization and evaluation of supplies or services as well as to check the satisfaction of warranty and customer service obligations, the implementation of the technical alteration service and the evaluation of utilization results;
- f) To check the course of scientific-technological services, attend defenses, investigate the applicability of military quality, safety and testing regulations to the construction of samples and prototypes, and to check the start of mass production/mass repairs;
- g) In the interest of the quality control of weapons and equipment to review the work of the TKO's and require the removal of any inadequacies noted;
- h) To check the assurance of the provisions of the contract regarding the safety and classification of supplies or services;
- i) To carry out cost and price checks in the enterprises, including cooperation enterprises.

(2) While observing the rights and duties described in paragraph 1, military buyers are entitled to request the necessary data from the enterprise as well as to consult the respective documents or request that they be handed over.

Tasks, Rights and Duties of Enterprises

(1) Enterprises must discharge the following duties with respect to military buyers:

- a) Submission of the documents necessary for checking contract-appropriate fulfillment, upon request the daily handing over of dispatch/acceptance documents regarding the arrival and return of weapons and equipment as well as immediate information if shipments for repair are received, which do not comply with the contractual provisions, or in case the shipment is not received on the date agreed;
- b) Information about test results and problems arising in scientific-technological services and the production process, intended changes in the weapons and equipment or the production process as well as published license changes, which do or may affect quality control or supplies and services;
- c) The prompt availability of all required documents if checks and inspections of weapons and equipment or parts thereof are carried out at the request of the Ministry for National Defense on test sites or in laboratories outside the enterprise;
- d) The prompt removal of all defects noted in the course of quality control unless rejection involves a date set by the report of the military buyer for the completion of the reworking and resubmission or the submission of a second readiness statement is required. Also required is the submission of a report on the causes of the defects and the manner of their removal as well as a report on the results of renewed tests by the TKO's before quality control is repeated;
- e) Information about the intended interruption of production due to serious defects and about resumption of work, the submission of applications for continued quality control together with the documents required, especially test results, for decision by the Ministry for National Defense.

Before quality control is resumed after suspension or cessation as per article 13 paragraphs 3 or 4, the corresponding procedures are to be adopted;

- f) Cost free repetition or extension of tests and investigations if the same or new defects are noted upon resumption of quality control;
- g) Evidence of orderly storage, maintenance, servicing and security of weapons and equipment and the impossibility of their unauthorized use;
- h) Upon request submission of invoices with the relevant documents for scrutiny and signature;
- i) Assurance of the military buyers opportunity to attend instruction courses held in the enterprise on problems of quality control, accident prevention and technical safety.

(2) Enterprise directors are responsible for:

- a) The prompt removal of defects and inadequacies noted by military buyers in the course of inspections as well as information of the military buyers about the measures initiated and the results;
- b) The periodic evaluation of defects and inadequacies noted in the production process and in the weapons and equipment, including complaints, as well as information of the military buyers about the findings, measures initiated and results;
- c) The assurance of the military buyers opportunities for participating in all enterprise discussions, including discussions in cooperation enterprises, which relate to the preparation and implementation of supplies and services, or information of the military buyers about results of discussions which they were prevented from attending;
- d) Prompt written information of the military buyer about breakdowns, defects and inadequacies which may adversely affect the quality of weapons and equipment, safety and classification or delivery dates, prices or costs;
- e) Early information of the military buyer about emerging problems and their effects if they do or may have a long-term adverse effect on the appropriate availability of weapons and equipment.

(3) Enterprise directors are entitled

- a) To require and supervise the military buyers observance of safety and accident prevention provisions;
- b) For technical or safety reasons temporarily, and citing the relevant reasons, ban military buyers from the use of special enterprise facilities such as laboratories, test beds or proving grounds;
- c) Temporarily ban military buyers from the use of special enterprise facilities as well as inspections of these facilities or parts of them, and to notify the Ministry for National Defense if military buyers neglect the observance of safety and accident prevent rules;
- d) To inspect the authorizations issued to military buyers by the competent organs or the Ministry for National Defense regarding the operation of weapons and equipment within the scope of quality control.

Article 8

(1) To be separately recorded and stored are all weapons and equipment shipped to the enterprises within the scope of warranties, customer services, technical alterations and the technical alteration service as well as the evaluation of utilization results in the National People's Army.

(2) Enterprises are obligated promptly and in writing to inform the military buyer in the case of complaints about weapons and equipment and to keep him informed of

progress. They must guarantee that the military buyer is able to cooperate in the handling of quality complaints, especially in inspections, tests, discussions and consultations designed to elucidate and remove the causes of the defects, to the extent required by the military buyer. The enterprises obligation to inform and ensure the cooperation of military buyers also applies to measures within the scope of warranties, customer services, technical alterations and the technical alteration service as well as the evaluation of utilization results in the National People's Army.

Article 9

(1) Enterprises must make every effort and use all their resources to assist the work of military buyers and help them especially by the following cost free services:

- a) Making available offices and guarding them;
- b) Making available inventory and equipment for the military buyers to the extent required, especially intercoms and telephones, steel cabinets, typewriters, office materials and the necessary clerical staff;
- c) Making available space for equipment required for the work of the military buyers;
- d) Making available telex facilities, facilities for handling classified material and express mail services;
- e) Making available inspection rooms, the necessary test beds and proving grounds, laboratories, accident prevention and special clothing;
- f) Making available measuring and inspection devices as well as control devices, equipment and tools as per the provisions of the mandatory test regulations;
- g) Making available technical documentation, confirmed drawings and technological documents for weapons and equipment consonant with the latest standards of the technical alteration service as well as the documents on type series tests carried out;
- h) Carrying out analyses for military buyers and the checks and other quality controls required by those buyers;
- i) Transport the military buyers to enterprise departments and sections of the enterprise as well as to places where quality controls, checks, tests and discussions are carried on relating to the realization of supplies and services.

(2) The office and other space, measuring and test devices as well as other objects to be made available to military buyers as per paragraph 1 must be kept in proper condition by the enterprises.

Article 10

- (1) The offices of military buyers may not be opened or entered in their absence unless a disaster so requires. In that case the enterprise must promptly notify the Ministry for National Defense and the military buyers.
- (2) Enterprises must from time to time instruct the military buyers on enterprise specific safety and classification rules.
- (3) Ministry for National Defense permission is required for the director of the enterprise or his authorized staff to a specified extent to check military buyers with regard to their observance of safety and classification rules. Should offenses against safety and classification rules be noted, the director of the enterprise must immediately so notify the Ministry for National Defense in writing.

Tasks of Military Buyers and Enterprises in Regard to Quality Control

Article 11

- (1) The enterprise must use its own efforts and resources to present or introduce weapons and equipment to the military buyer for the purpose of quality control. Quality control begins when the following conditions are met:
 - a) Completeness and the proper condition of the weapons and equipment, availability of test results with TKO confirmation of the contract appropriate constitution and quality of the weapons and equipment; in the case of cooperation services only to the extent required by the military buyer or agreed with the Ministry for National Defense;
 - b) Written proof of testing by state supervisory and inspection organs insofar as this is prescribed for weapons and equipment;
 - c) Proof of the observance of quality determining elements in the manufacturing technology, which do or may affect the operability, reliability or other quality parameters, in particular by test protocols, analyses, quality passports and work certificates;
 - d) The constant assurance of the observance of safety and accident prevention regulations during quality control procedures;
 - e) The availability of the appliances, tools, instruction, measuring and test facilities and assurance of their proper condition;
 - f) The readiness for presentation by a responsible representative of the enterprise, if necessary with the involvement of the TKO, at the location provided, unless the military buyer agrees a presentation or the military acceptance and testing order provides for presentation.
- (2) If the conditions as per paragraph 1 are not met, the military buyer is entitled and, in the case of letter d, obligated to require another presentation or introduction of the respective weapons and equipment.

Article 12

(1) Quality control is to be carried out on the basis of the military and state quality, safety and testing regulations, the directions governing the start of operations and utilization as well as the confirmed samples as well as agreements between the Ministry for National Defense and the enterprise. Insofar as military acceptance and testing orders for weapons and equipment are in effect, these are mandatory on the military buyer and in principle determine the subject matter and extent of the tests as well as the criteria for the appraisal of the quality of weapons and equipment within the scope of quality control.

(2) If inspections are carried out jointly by the military buyers, state or enterprise supervisory organs or inspectorates, or by these on behalf of the Ministry for National Defense, the military buyer or the Ministry for National Defense decides on the basis of the documents submitted, in particular test certificates, in how far the respective tests in the scope of quality control may be omitted.

(3) The military buyer is authorized himself to operate the weapons and equipment in the course of quality control and to carry out test runs, provided he has the necessary authorization. The Ministry of National Defense is responsible to the enterprise for any damage or loss arising should the military buyer infringe legal regulations.

Article 13

(1) The military buyer must release the weapons and equipment for shipment or pick-up if quality controls show that the weapons and equipment meet the agreed parameters and other specifications of military and state quality, safety and testing orders, the directions on the start of operations and utilization, and that the relevant documents are complete.

(2) The military buyer is obligated to reject the weapons and equipment presented or introduced for quality control if he notes in the course of the quality control process that

- a) The conditions for quality control as per article 11 paragraph 1, letters c, e and f no longer prevail;
- b) The conditions (such as the availability of drawings, samples and color) stipulated in military or state quality, safety and testing orders or in the contract are not observed or the purpose assumed in the contract is not achieved;
- c) Defects or mistakes show up, which are not explicitly defined in military or state quality, safety and testing orders but adversely affect the purpose assumed in the contract, including military quality, safety and testing provisions;
- d) The weapons and equipment were not tested by the prescribed or appropriate measuring and testing devices, or the prescribed testing procedure was not observed;
- e) The enterprise made changes in the weapons and equipment without the consent of the Ministry for National Defense, or failed to carry out agreed changes.

(3) The military buyer is obligated to break off quality controls and reject all weapons and equipment made available for quality control if

a) Safety and accident prevention rules fail to be observed in the course of quality control procedures;

b) An exceptionally grave fault is noted.*

(4) The military buyer may suggest to the Ministry for National Defense the unlimited or limited suspension of the quality control procedure if the enterprise is unable to guarantee the observance of safety and accident prevention rules by the time of the next quality control, or the causes of mistakes cannot be quickly ascertained and removed. The Ministry for National Defense is authorized to suspend quality controls and must advise the director of the enterprise and the general director of the combine or manager of the economy managing organ of his decision in writing.

(5) The military buyer must produce a report about the completed quality control procedure. The responsible representative of the enterprise must, by his signature, confirm having noted the report.

Article 14: Tasks of the State Supervisory and Inspection Organs

(1) The managers of the state supervisory and inspection organs must make sure that the work of the military buyers in the matter of assuring the quality of weapons and equipment is effectively assisted. They must therefore orient cooperation between their staffs and the military buyers to the following key points:

a) The assurance and development of the quality of weapons and equipment, including important components and cooperation services, and the realization of the planned quality targets,

b) Implementation of the requirements of the quality control system,

c) Observance of technological discipline and order,

d) Utilization of reliability and measuring device laboratories,

e) Tests and inspections in the production process as well as of the reception and dispatch of goods,

f) Final tests and inspections,

g) Cooperation in the ascertainment and removal of the causes of mistakes.

To be ensured in addition is the prompt information of military buyers in the case of quality defects and other inadequacies which do or may adversely affect supplies or services.

* As per TOL /GDR norm/ 14 449: Faults which may endanger human life or does so endanger it or may result in major economic losses or does so result;

(2) For the assurance and improvement of the quality of weapons and equipment as well as the efficiency of the work of military buyers, the state supervisory and inspection organs must conclude agreements with the Ministry for National Defense concerning cooperation and assistance, especially by passing on quality control findings and by assuming some of the military buyers tasks.

(3) At the request of the Ministry for National Defense the managers of state supervisory and inspection organs must ensure that the state supervisory and inspection organs carry out tests for the assurance of the quality of weapons and equipment on behalf of the Ministry for National Defense, cooperate in inspections by military buyers and, in exceptional cases, carry out quality control procedures on behalf of the Ministry for National Defense.

(4) When noting defects and inadequacies in enterprises, which may affect supplies or services, state supervisory and inspection organs are obligated to offer the military buyers the opportunity to join in discussions about ascertaining the causes of the defects and cooperate in the determination of measures for removing inadequacies.

(5) State supervisory and inspection organs must allow military buyers to inspect all documents containing statements about the causes of defects and orders for their removal. Upon request they must hand over these documents.

Concluding Regulations

Article 15

(1) The Ministry for National Defense is authorized to assign tasks within the scope of this decree to subordinated administrative offices.

(2) The Ministry for National Defense may agree with other central state organs that military buyers from the Ministry for National Defense assume tasks as per this decree on their behalf.

Article 16

Ministers of other armed organs are authorized with the prior consent of the Ministry for National Defense to decide the application of this decree to their sphere of responsibility.

Article 17

The Minister for National Defense will issue implementing regulations to this decree.

Article 18

(1) This decree takes effect on 1 December 1981.

(2) Losing effect on the same date is the decree of 13 December 1973 on the Work of Military Buyers in Enterprises of the National Economy--Military Buyers Decree (MAVO)--(GBI 1 1974 No 3 p 21).

FRENCHWOMAN DESCRIBES POST-COUP SCENES IN WARSAW

PM240849 Paris LE MATIN in French 18 Dec 81 p 12

[Interview with Anne Rabinovitch, French translator, just back from Warsaw:
 "Poles Still Wearing Solidarity Badge"]

[Text] Anne Rabinovitch, a translator for Stock Publishers, had been in Poland for several days when the military coup took place. She left Warsaw Tuesday evening. Here is what she had to say.

[Rabinovitch] Despite the tanks on all Warsaw's bridges and in some quarters of the city, many inhabitants of Warsaw go out into the streets because their one obsession is to hear news. All telephones have been cut off. There is very little gasoline and there are very few taxis. So people rush from one house to another to seek news. On foot or by bus. The Poles line up for hours for the buses, their feet in old shoes and covered with snow. Lists of detainees are feverishly exchanged. People rush for the newspapers that are still available, even though they are very official and even though the walls of Warsaw are covered with graffiti announcing that the papers lie. People are very anxious that people abroad be informed: "Make sure to tell them that the Academy of Sciences has been seized by the militia," one woman told me. Also, attempts are being made to get parcels to the prisoners. On Monday people took them to the Writers' Union without knowing whether they would reach their destination.

[Question] Did you find out how the arrests took place?

[Answer] On Sunday the young writer Andrzej Werber was at home in Warsaw with the wife. At midnight they both heard bells ringing. That seemed unusual to them. About 15 minutes later the militia knocked at their door and arrested him. Andrzej asked where he was being taken. He was told: To Dzialoleka prison, near Warsaw. He wanted to take his eyeglasses with him but the militiamen refused. Of course, since then his wife has not known where he is. According to whispered rumors, Kuron was arrested at his home in Warsaw (which means that he managed to leave Gdansk Saturday evening following the National Commission meeting), his front door was smashed down and he was taken away handcuffed. Ceremek, a historian and adviser to Walesa, was arrested as he was leaving Gdansk in a car with two journalists--one from ANSA and the other from AFP--who were held for several hours. They were accompanied by a Polish sociologist, who was also arrested.

[Question] Is there no news of the prisoners?

[Answer] No. It was announced by radio that the prisoners would be held as long as their way of thinking remained distorted. And more and more the mothers and wives, who have been left so lonely at home, are haunted by the idea that youngsters are going to be sent to Russia. I saw the mother of two youths, Piotr and Jan Skorzynski. One of them was due to be married over Christmas. She told me that she was very afraid that they might be sent to labor camps in the Soviet Union.

[Question] Did you observe any anti-Semitism on the part of the regime, such as has been mentioned?

[Answer] I saw graffiti on the walls of Warsaw which read: "Kuron, Jew." I also saw a poster depicting a caricature of the Solidarity emblem. The "S" was replaced by a U.S. dollar sign. And the little banner attached to the letter "D" carried a Star of David. And that was no graffiti: It was a printed poster. I also saw a poster that carried a caricature of Gerekme telephoning Israel. However, these posters had been torn up.

[Question] Have the Poles become suspicious since Sunday?

[Answer] As far as I could tell, no. It is extraordinary. They still wear their Solidarity badges without shame. Moreover, Solidarity banners still hang in the streets. On Sunday, I saw in a Warsaw street a woman reading a typewritten document that looked to me like a leaflet or report about Solidarity, and everybody quickly gathered around her.

In an elevator a young woman explained to me--a little in Polish, a little in gestures, so that I could understand her better--that a neighbor had been arrested and that it was cold in the prisons. I shared a taxi with a woman whose husband and son had been arrested. Our conversation continued with the driver, who turned out to be a Solidarity member. They continued to talk throughout the journey, quite trustingly. But on another occasion, in a bus, a Polish friend translated for me observations that the passengers were making out loud. They said that what was happening was a very good thing, that order would at last be restored.

[Question] Were you able to discover what kind of contacts exist between the Army and the population?

[Answer] I was told about a teacher who was released. According to him, he was interrogated by an officer, who apparently told him: "Between ourselves, what do you think will happen to our country?"

[Question] What news do the Poles have from abroad?

[Answer] Not much. A few foreign reactions have been read out, but only a few. The French Government's reaction was reported as being that it was "a Polish domestic matter" and that there would be no intervention.

[Question] Have the problems of supplies changed since Sunday?

[Answer] I did not notice it. I saw crowds gathered around an empty butcher's. But there was a truck parked outside and people expected that it was loaded with meat. That was enough for a line to form, as usual.

[Question] Are you surprised that deaths have occurred?

[Answer] Definitely not. Before the coup d'etat a friend who is now in jail told me: "If necessary they will not hesitate to shoot."

CSO: 3100/267

SOLIDARITY SPOKESMAN IN STOCKHOLM EXPECTS RESISTANCE

PM231217 Paris LE MATIN in French 18 Dec 81 p 14

[Interview with Polish Solidarity representative Jakub Swiecicki by Jean Darriault on 17 December: "There Will Be a Conqueror in This War"]

[Excerpt] [Question] What are your sources of information in Poland?

[Answer] Passengers on the ferries and on trains from Warsaw and the few clandestine radio stations that are starting to broadcast from Poland.

[Question] What do they say?

[Answer] That there are strikes throughout the country and that the most violent incidents took place at the Nowa Huta Steelworks near Krakow on 15 and 16 December. The troops apparently caused four deaths and the industrial buildings were apparently damaged.

[Question] By tanks?

[Answer] I do not know. Be that as it may, medical faculty students have been summoned to help at the Krakow hospital, where there are many casualties. Prof Olov Tanberg of Stockholm's Academy of Science has received an appeal from a Warsaw hospital for plasma and medical supplies.

[Question] Is it possible to talk in terms of an internal resistance in Poland?

[Answer] We have several proofs of this resistance: slogans daubed on the trams in Szczecin; clashes with the Army; and demonstrations planned for yesterday.

[Question] Was Solidarity prepared for clandestineness?

[Answer] Of course, the trade union organization was taken by surprise by the suddenness of the attack and by its violence. The workers are not ready to resist the violence with violence.

They are not armed. On the other hand, they are prepared for passive resistance. Because, even if 45,000 members have been arrested, as has been claimed, there are 10 million Solidarity members. Together with their families they represent

80 percent of the population. The military cannot make them disappear overnight. In any case, several members of the former National Consultative Commission are still free and living underground.

[Question] Are there any clandestine meetings?

[Answer] Yes, in the occupied factories and shipyards.

[Question] What action will international Solidarity take?

[Answer] Inform people about the domestic situation and dissuade the governments of other countries from giving economic aid to the Polish military regime. We know that this means many more sacrifices for the Polish people, but on Sunday the Military Government declared war on the Polish people, and in this war there will be a conqueror and a loser. Of course, this must not prevent international organizations from continuing their aid. But they must obtain control over this aid.

[Question] Do you believe that the Army will remain loyal to the Military Government?

[Answer] There is a limit beyond which Jaruzelski cannot go: To order them to fire on the people. Let us not forget that two-thirds of this army consists of conscripts, and we know from various sources that things are moving within this army.

CSO: 3100/267

INITIAL DEVELOPMENTS UNDER MARTIAL LAW REPORTED

PM221711 Paris L'HUMANITE in French 19 Dec 81 p 8

[Jacques Dimet dispatch: "State of Shock"--first graf is L'HUMANITE introduction]

[Text] The first cable from our special permanent correspondent in Warsaw, Jacques Dimet, reached us yesterday evening. Since it was delayed and censored, the item concerns the events of Wednesday and Thursday.

Warsaw, 18 Dec--According to PAP and this morning's press reports, the clashes that took place at the Wujec Mine near Katowice began Wednesday when representatives of the Army and of the regional prosecutor came to inform a group of strikers that, bearing in mind the state of martial law, they had to evacuate the enterprise. When the workers refused, the Militia intervened. During the first clash 41 militiamen were injured. The press reports that the miners used stones and picks to defend themselves. The police had to open fire. The television has reported that violent street incidents (involving over 300 casualties) took place the same day in Gdansk. The Baltic regional newspaper states that the workers from all the shipyards have been given paid leave until 19 December.

According to an approximate calculation, at least 13 major strikes have taken place since the proclamation of the state of emergency. This total does not include work stoppages in the Rybnik Coal Basin.

In Warsaw, however, as far as one can tell, the situation is calm. Military patrols scour the streets. The Militia's barricades are still standing. Telephones have been cut off.

Repeating that the situation is only temporary, the authorities seem determined to introduce as soon as possible a number of principles of economic reform, and have begun a tough fight against corruption. In the factories of the Wola quarter and on the periphery of Warsaw no incidents have been recorded since Sunday, though according to PAP "arguments are occurring in places of work."

The press has published an initial list of detainees belonging to Solidarity and illegal organizations and another including the names of 32 former Polish United Workers' Party leaders. Legal proceedings will be instituted against the latter.

Contacts have taken place between the bishops and the authorities. The Church has obtained improved conditions for detainees in the Warsaw region.

From the viewpoint of food supplies, one can observe an appreciable improvement in bread and milk supplies. Inhabitants of Warsaw have even seen the reappearance of oil (a product which disappeared over a year ago). The number of private vehicles running has considerably diminished, since gasoline sales have been suspended. Instead, one notes an entirely new efficiency in public transport. Nevertheless, as TRYBUNA LUDU has pointed out, the population is "in a state of shock."

CSO: 3100/267

'LE MONDE' DISPATCH VIEWS MOOD IN POLAND

PM221627 Paris LE MONDE in French 22 Dec 81 pp 1, 3

[Unnamed correspondent dispatch: "Warsaw Regulated by Hatred and Anger"]

[Text] Warsaw--"Christ," the priest said, "is the hope we still have in the dark of the night which has come down upon us." On the pews of St Anne's Church, which was packed on Friday, 18 December, some people were weeping quietly; the faces of others were simply drawn with anger, hatred and fatigue--the common lot of Warsaw's inhabitants.

A writer who, two days after the coup d'etat, tried to seek asylum in an embassy, was now wearing a black ribbin in his buttonhole to show he was mourning--mourning for freedom. Another man, who was prepared to take the Central Committee by storm yesterday, was now expressing his fear--which only oblivion could make him forget--but which he was controlling like almost everybody else. Just before the weekend, it was only possible to publish around 10 declarations of allegiance to the new government by trade unionists.

Patrols, in combat dress, armed to the teeth, walk slowly up and down the sidewalks. Tanks are stationed on the bridges spanning the Vistula, ready to cut the city in two. At each intersection, soldiers and militiamen, blue with cold around their braziers (the temperature is minus 15 degrees as soon as night falls) make the automobiles slow down, stop them on the slightest suspicion, search, examine papers, and possibly detain the passengers. The soldiers, young men who still have the faces of adolescents, are usually polite; but that does not prevent them from obeying orders. The Militia, however, are much more aggressive, as if burning with the desire to take an even more resounding revenge than they are being offered.

Around 1000 hours each morning people begin to count the new arrests, or at least to try, because it is an impossible task. Curfew starts at 2200 hours; for 8 long hours there are no longer any witnesses. There is no chance of escape and the sinister task is carried out. People are still trying to draw up derisory lists of those who vanish--names are added, mistakes made, nobody knows. All that is known is that there is no end to it and that everybody is threatened.

It is being said that after they arrested Marek Edelman, the second in command of the Warsaw ghetto insurrection, the military nonetheless realized whose lead

they were following. Marek Edelman may be released but others are already taking and will in the future take his place--all the unknown students, workers, and teachers whose arrest for attempting to demonstrate or strike or for possessing pamphlets is announced by the uniformed newscasters on television.

It is strange how terror is a thousand times more banal than the joy of a people--it already seems to have been 100 years ago--discovering freedom. You walk among the patrols; you no longer see the rifles aimed at you and the tank turrets which slowly turn as if to adjust their aim more effectively; you grow accustomed to dropping everything at 2100 hours in order to get home before the curfew. How can anybody fail to be afraid?

How, too, can anybody fail to hold his head up high when that is all you can do? How can you fail, although you are trembling, to take the risk of showing that you are at least still free to take the risk? On Friday, St Anne's Church was full of writers, journalists, teachers, relations of imprisoned people, who had come to pray for the first victim of the coup d'etat, Jerzy Zielinski, a journalist on ZYCIE WARSZAWY who jumped out of a window Sunday, 13 December, when he learned that martial law had been proclaimed. As people left after Mass, they embraced, shook hands, made dates and vanished quickly (because of the curfew) into the "dark of the night."

Partly Underground

A large number of these women and men have already gone partly underground and have the determination of those who feel they have nothing to lose. The previous day, Thursday, 17 December, many of them had taken part in the demonstration staged for the 11th anniversary of the bloody repression of the 1970 strikes in Gdansk. They had come in response to the call of what remains of Solidarity's Warsaw organization. Neither the warnings published by the press on Wednesday nor the parade of some 200 Militia vehicles in downtown Warsaw the same day had intimidated them. There were few of them (several hundred) and they were terribly reminiscent of the Polish cavalymen who charged the German Panzers on horseback on 1939.

They were beaten up, including a priest, on the steps of a church where they were singing the national anthem. They fled in panic but a few minutes later, together with others, they walked in small groups toward the Tomb of the Unknown Soldier. At first nothing could be seen; they came from the four corners of the vast Victory Square on which the Pope had celebrated mass in the open air. Suddenly a group formed, very quickly, and immediately the police charged. They fled once again down the side streets. Despite the threats of the Militia, passersby stopped, refused to move, crowded in compact groups on the sidewalks. The demonstrators had nothing but their courage; the forces of order had tanks, machine guns, helmets, weapons, shields and clubs. Everything happened in the dark, in corners hidden from view by deterrent cordons. That evening the radio, and then the television, announced that 300 people had been injured in Gdansk and 7 people killed in the Wujek Mine: Gdansk and Silesia at the same time--bloody battles in the two leading regions of the August 1980 strikes, in Solidarity's two bastions. On hearing the news the Poles all said that the die was cast and

that civil war had begun. At that point it had in fact already been going on for 5 days, since the night of the arrests.

On Tuesday a secret but official figure revealed that 284 strikes were going on. Many, especially those in the big Warsaw factories, have already been crushed. But how many more have been declared since? Why are there police automobiles in front of so many tiny factories in the capital if the situation in them is not tense? As the days go by the rumors have become more specific and detailed and have been confirmed. Very few cities have not been affected by the revolt. On Thursday evening, after much cross-checking, it was virtually certain that martial law had killed a minimum of 19 people; 7 at the Wujek Mine, 1 in Plock, 2 in Wroclaw, 1 at Ursus, 8 in Bydgoszcz and very probably 2 in Warsaw itself.

This is what we have just learned. But is it conceivable that nobody was killed in the fighting in Gdansk in which 300 people were injured, half of them members of the forces of order? Is it possible to believe that nobody was killed at the Huta Lenina Steelworks in Krakow, whose gates, according to the television, were destroyed by assault tanks and armored vehicles? Is it possible to believe that nobody was killed at the Wujek Mine, where people defended themselves with axes, yes, axes? Moreover, is it possible to believe that people went to such lengths in one mine without other battles having taken place in other mines?

"Let's Not Be Afraid"

And even if the fighting was more extensive than might have been supposed, it is not the new government's sole or even its most serious concern. A strike breaks out. The Army and Militia arrive in force, surround the buildings, which clearly makes the occupants think. They are evicted by force or, most frequently, leave without putting up any resistance. The "counterrevolutionary ringleaders" are arrested. What then? And since it is impossible to permanently place a soldier behind each worker and since other workers are causing trouble, the soldiers go away. Then the strike really starts again, or starts again without being called a strike. The workers are at their posts but doing nothing, pretending to work.

Here and there, at least in Warsaw, small posters signed by Solidarity are appearing, and they call on people to resist by every possible means. In elevators or on staircases people hurriedly scribble, "Down with the Junta!" or simply "Let's Not Be Afraid!" Typewriters and duplicating machines have been saved and placed in what are at present safe places. Pamphlets are being passed around by hand, reporting the strike rumors which are circulating in the city. On Wednesday, 15 December, one of them reported an appeal launched by Mr Lech Walesa. The Solidarity chairman called on "society" to put up passive resistance; on big enterprises to stage strikes but not to resist if there was any threat of bloodshed; on small enterprises to use the power on inertia; and again on society to continue to show solidarity with the strikers and not to allow itself to be discouraged.

The pamphlet, signed by Solidarity's Mazowazie Warsaw [as published] organization and left on church pews, states that Mr Walesa announced that stance through the episcopate, whose representative, Monsignor Dabrowski, he had been allowed to

meet on Sunday. The document also confirms that the Solidarity chairman is indeed under house arrest near the capital, in the villa of former Planning Commission Chairman Wrzaszoryk, himself arrested by the military.

Shortly afterwards the episcopate announced that the pamphlet was a forgery. In any case, the fact remains that before they were even divulged these instructions were spontaneously followed and moreover had been laid down in general by the trade union in case of a Soviet invasion.

Central Committee organ TRYBUNA LUDU and Army daily ZOLNIERZ WOLNOSCI (all that remains of the press) are pouring torrents of insults and slinging mud at the imprisoned trade unionists and oppositionists. The radio and television simply hammer out the things banned under martial law and threaten those who stand up to it with prison and even death. However, this fear, which, with the help of shock, had first paralyzed the population, is already much less effective in preventing people from showing their feelings. The phenomenon is hardly perceptible and is probably reversible, but it is real.

On Thursday evening, in response to the Mazowsze appeal, candles burned in the windows of darkened houses. People are again meeting in private apartments without worrying too much about secrecy. Neighbors come to boost the morale of families of detainees and to offer their help. Men and women who were not really involved in Solidarity are now beginning to take up the torch with unexpected determination. In this city totally controlled by the military, strangers have no hesitation in striking up a conversation with you, in showing you how to avoid a roadblock or in laughing at the soldiers, who often seem apologetic when their officers are not there. These are seemingly insignificant things, but something is happening as if the "spirit of Solidarity," which the trade union pamphlets urge people not to lose, were starting to take shape.

Despite the arrests, the violence, the display of its tanks and the involvement of all the Polish Armed Forces, the Military Council for National Salvation has not succeeded in taking control of the situation in the space of a week. It may succeed in doing so in the next few days, a feeling of impotence may prevail among the population and this civil war may ultimately be limited to a few death throes. If that happens it would remain to be seen what the Government could offer the nation in order to secure at least the neutrality which would prevent it from leading the economy toward total collapse. It is difficult to see what could be done to achieve that, even with massive aid from the socialist bloc. Above all it is difficult to see how complete poverty could be imposed in addition to dictatorship without stepping up the terror, the mass repression and subjugation of everybody, especially the Church, many of whose bishops expect a head-on attack.

The second hypothesis is that the resistance will continue, that Poland will not give in and that the Army will no longer be able to hold back a tide which could ultimately undermine the troops' cohesion. If that happened it would herald the Soviet intervention, which would then be the only way of preventing the regime and its leaders from meeting an unenviable fate.

The Church's Refusal

Finally, there is a possibility that, just before the threatening chaos, there may be a change of course and a political solution may be found with the Church and Mr Walesa. Each passing hour makes that very hypothetical hope more remote, to say the least. It is true that Mr Walesa has been placed under house arrest and that Monsignor Dabrowski was allowed to pay him a second visit on Tuesday. It is also true that the Government has not raised its hand against those opposition intellectuals and Solidarity experts who are closest to the episcopate. But all the indications are that that is simply due to the fact that they did not want to attack on all fronts at the same time or, at best, not to completely rule out any possibility of the Church and the Solidarity chairman surrendering.

There is absolutely nothing in the Government's attitude which shows any desire to leave any place for politics. A moderate man like Professor Geremek, Mr Walesa's main political adviser, is being attacked in TRYBUNA LUDU with a hatred and baseness which discourage quotation. Suffice it to say that Mr Geremek's "main ties" were allegedly "Zionist-revisionist centers" and that he was the secret leader of the trade union's "extremists."

PAX, one of the Catholic groups represented in parliament and hence originally a pillar of the regime, has apparently "betrayed" it by advocating radical changes. It was only logical that its activities should be suspended. But the fact that all the other legal Catholic groups have experienced the same fate is apparently because the intention is to sweep away absolutely everything which has been part of Polish individuality--not since the Gdansk Agreements but since the regime was installed.

So far Mr Walesa, who apparently tried to escape between Wednesday night and Thursday morning, has resisted all pressures. He is refusing to have any discussions until the trade union leaders are released. Monsignor Glemp, for his part, is refusing any direct discussion with the Government until Mr Walesa is released. However, the fear of a Soviet invasion, a return to the persecution of the faithful, or both, is making the Church vacillate.

In his sermon Sunday, 13 December, the Primate had primarily preached calm. The communique which was subsequently written by the Episcopal Council Tuesday and which, in principle, was to have been read in the parishes on Sunday is an outright declaration of a break with the Government. In 3 days the Church moved from disapproval to condemnation, from astonishment to anger and called on the faithful to fight for the release of the internees, the improvement of the detention conditions and the resumption of Solidarity's activities.

At that point Monsignor Dabrowski announced that he was ill and all contact with the authorities was cut. On Friday evening there was another change. It was said that the Episcopal Conference's communique was not to be read in churches on Sunday after all, or that it was to be accompanied by a letter to the faithful from Monsignor Glemp considerably moderating the tone of the communique: "We kneel before God, imploring Him to prevent bloodshed, because our homeland has never waged civil war or fratricidal battles," that letter said. "I beg you in

the name of God, I entreat you: Do not lift a hand in hatred against one another, keep calm; do not cast our country into greater misfortunes. Only self-control, and keeping anger under control, can now save the nation and the Church, which is carrying out its mission among the nation."

The minimum number of detainees is now around 14,000 and the figures of 30,000 to 40,000 which are frequently cited are entirely plausible. The Government obstinately refuses to produce any official list of prisoners or to give any indication of where they are being detained. It is being said that the intellectuals are grouped in Bialoleka (40 km from Warsaw), students in Modlin (30 km from Warsaw) and trade unionists in Ketrzyn in Mazowsze. It is also known that many people have been transferred to unknown destinations and there is very serious concern about the real fate of those women and men.

Will there be a consolidation of the dictatorship or the development of civil war? The future looks gloomy.

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POLAND

FURTHER COMMENTS BY SOLIDARITY AIDE TRZCINSKI NOTED

PH181441 [Editorial Report] Stockholm SVENSKA DAGBLADET in Swedish 14 December carries on page 5 an 800-word Weje Sanden report on the press conference given by Warsaw Solidarity deputy press secretary Stefan Trzcinski reported in the referent item. The two reports are substantially the same, but SVENSKA DAGBLADET attributes the following statements, not carried in DAGENS NYHETER, to Trzcinski.

"The strikes are not the cause of the worsening economic situation in Poland. According to official figures, the amount of working time lost per employee through strike action from September last year to September this year was 7 hours. In the same period working time lost through power cuts and lack of spare parts totaled 86 hours per employee."

Trzcinski alleges in the interview that the food supply situation in Poland will now ease because of the stockpiles the state has built up as a result of this year's good harvest and the nondistribution of aid supplies to Poland. He goes on: "In a few weeks the authorities will release the food and goods from the warehouses. And they will say that everything improves when Solidarity is no longer active. But awareness among the Poles is now so great that they will not believe in the propaganda this time either."

"What has happened in Poland since August last year cannot be retracted. This is a conviction shared by the whole people."

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POLAND

USSR LEADERS THANK POLES FOR GOSR GREETINGS

PM111545 Warsaw TRYBUNA LUDU in Polish 7 Dec 81 p 1

["Messages from Soviet Leaders"--TRYBUNA LUDU headline]

[Text] To PZPR Central Committee first secretary, chairman of the Council of Ministers of the Polish People's Republic Comrade Wojciech Jaruzelski

To Chairman of the Council of State of the Polish People's Republic Comrade Henryk Jablonski, Warsaw

Dear Comrades: On behalf of the CPSU Central Committee, the USSR Supreme Soviet Presidium, the USSR Council of Ministers and all the Soviet people we express our heartfelt thanks to you, the PZPR Central Committee, the Council of State and the Council of Ministers of the Polish People's Republic and the entire Polish nation for the greetings and kind wishes expressed in connection with the 64th anniversary of the Great October Socialist Revolution.

The Soviet communists and the entire Soviet nation express complete support for Polish communists and the patriots of socialist Poland in the struggle for the durability of socialist principles and the PZPR's leading role in society, and for the development of the Polish People's Republic as an inseparable link in the socialist community. We are convinced that the friendship between our parties and nations tempered in joint struggle against Hitlerite fascism and the close and comprehensive cooperation in building communism and socialism in the USSR and the Polish People's Republic will continue to develop in the interest of our countries and of the cause of peace in Europe and throughout the world.

[Signed] L. Brezhnev
N. Tikhonov

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POLAND

LEADERS GREET LAO COUNTERPARTS ON NATIONAL DAY

AU071651 Warsaw TRYBUNA LUDU in Polish 2 Dec 81 p 1

[Greetings message from PZPR First Secretary Wojciech Jaruzelski and Council of State Chairman Henryk Jablonski to Lao counterparts on Lao national day]

[Text] To Comrade Kaysone Phomvihane, secretary general of the Central Committee of the Lao People's Revolutionary Party [LPRP] and prime minister of the Lao People's Democratic Republic [LPDR], and Comrade Souphanouvong, president of the LPDR and chairman of the People's Supreme Assembly, in Vientiane.

Esteemed comrades, on behalf of the PZPR Central Committee, the Council of State, the Government of the Polish People's Republic, the Polish people and on our own behalf we wish to extend to you and through you to the LPRP Central Committee, the People's Supreme Assembly, the Government of the LPDR and the fraternal Lao people our sincere congratulations and cordial greetings on the occasion of the sixth anniversary of the proclamation of the LPDR.

Under the leadership of the LPRP, the Lao people are successfully implementing their program for building the foundations of socialism in Laos and for tightening the bonds of fraternal friendship and cooperation with the countries of the socialist community. The successful development and peaceful foreign policy of the LPDR and the Lao people's socioeconomic achievements form an important contribution to the cause of strengthening socialism in Indochina, and of establishing lasting peace, neighborly cooperation and coexistence among the peoples of Southeast Asia.

Conveying to the Lao people our best wishes for prosperity on the occasion of their national day, we express our deep conviction that the traditional ties of fraternal friendship and cooperation between our peoples will continue to develop and strengthen.

[Signed] Wojciech Jaruzelski, first secretary of the PZPR Central Committee and chairman of the Council of Ministers of the Polish People's Republic; Henryk Jablonski, chairman of the Council of State of the Polish People's Republic.

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BRIEFS

ZSMP, SEJM SPEAKER MEETING--Sejm Speaker Stanislaw Gwca received Jerzy Jaskiernia, chairman of the Main Board of the Union of Socialist Polish Youth [ZSMP], and members of the ZSMP leadership, on 19 January. Much attention was devoted to the forms in which the basic problems of the youth community might be introduced by the team of young deputies, created by the ZSMP Main Board, into the work of the Sejm and its organs, especially the Sejm commissions. A meeting with ZSMP activists was announced by the Sejm speaker. [Text] [Warsaw ZYCIE WARSZAWY in Polish 20 Jan 82 p 2]

RURAL YOUTH COUNCIL MEETING--On 22 January the Presidium of the Rural Youth Council of the Main Board of the Union of Socialist Polish Youth [ZSMP] held discussions on an important topic--the life of young people settled in the countryside. Participants in the deliberations included Jerzy Jaskiernia, chairman of the ZSMP Main Board, and representatives of the Ministry of Agriculture and Food Economy and the Polish Academy of Sciences, as well as scholars, i.a. from the Olsztyn Agricultural and Technical Academy. At the meeting there was formed a problem group, which will i.a. undertake the elaboration of a comprehensive conception of aid for young people living in rural areas, and the designation of a catalogue of affairs which require urgent undertaking by union elements and echelons. [Text] [Warsaw TRYBUNA LUDU in Polish 23-24 Jan 82 p 2]

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